NYS Office of General Services

Serving New York

July 31, 2013

Request for Proposals solicited by the

New York State Office of General Services

For

Integrated Facility Management

Albany Area, New York

Solicitation # 1767

Proposal Due Date: September 25, 2013 @ 2:00 PM EST

Designated Contact:

Tammy Rock

Voice: 518-474-5981

Fax: 518-473-2844

E-mail: Tammy.Rock@ogs.ny.gov

Alternate Contact:

Diane Robinson

Same

Same

E-mail: Diane.Robinson@ogs.ny.gov

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1. Introduction

1.1 Overview

OGS is seeking an Integrated Facility Management Contractor(s) (also referred to herein as "IFM" or the "Contractor"), to enter into a five year term contractual agreement, to provide full service, professional building and grounds operation, maintenance and management services. Bidders will be required to provide a price for all administrative services, building services and capital projects. A total of six (6) facilities are combined into two groups as detailed in the charts below. Bidders have the option of bidding one or both Lots. Our intention is to award two contracts, one for each Lot. This solicitation is being advanced through a Request for Proposal (RFP) process. OGS will select the firm(s) which provides the best value to the State.

This RFP outlines the terms and conditions, and all applicable information required for submitting a proposal. All Bidders should pay strict attention to the bid submission date and time to prevent disqualification. To insure compliance with bid requirements and prevent possible disqualification, Bidder must follow the format and instructions in Section VI – FORMAT AND CONTENT OF BID SUBMITTAL**.**

LOT 1

Facility Name	Address	City	Zip Code	Gross Building Area (Sq ft)	Total Rentable Area (Sq ft)
44 Holland Ave	44 Holland Ave.	Albany	12229	286,399	279,772
50 Wolf Road	50 Wolf Road	Colonie	12205	390,760	374,030
625 Broadway	625 Broadway	Albany	12207	469,109	413,577
Ten Eyck Building	40 N. Pearl	Albany	12242	341,992	289,747

LOT 2

Facility Name	Address	City	Zip Code	Gross Building Area (Sq ft)	Total Rentable Area (Sq ft)
328 State Street	328 State Street	Schenectady	12305	116,566	110,874
Hampton Plaza	38-40 State Street	Albany	12207	102,095	80,142

The mission of New York State Office of General Services' (OGS) is to provide coordinated customer focused support service to New York State agencies, political subdivisions, not-for-profit organizations, and the public in a business-like manner through the development and management of efficient, timely, and cost-effective programs. OGS supports the operations of State agencies and helps reduce government costs, in part, by providing essential real estate services.

Since taking office in January, Governor Andrew Cuomo has committed his administration to implementing enterprise-wide changes that will utilize modern business practices in running New York State government. New Yorkers need a government in which they can take pride, and this comprehensive overhaul of operations will help accomplish that goal. This RFP is a part of Governor

Cuomo's Procurement Transformation, by the Division of the Budget and the Office of General Services, and focuses on implementing best practices and identifying opportunities for savings. The new procurement process will balance the needs of achieving savings with the administration's policy goals of encouraging small businesses and certified minority and women business enterprises. The scope, contents and format of this RFP are structured in accordance with the goals of the initiative and a Bidder is encouraged to review the information contained in this RFP thoroughly to understand the extent of changes from the present contracts. For more information on the initiative, a Bidder can refer to: **http://www.governor.ny.gov/press/10122011ImproveGovernmentEfficiency** and **http://www.ogs.ny.gov/BU/PC/SourcingFAQ.asp**.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Tammy Rock, New York State Office of General Services, has been designated the ONLY contact for this procurement solicitation and may be reached by email, voice or fax for all inquiries regarding this solicitation.

Tammy Rock
New York State Office of General Services
Financial Administration, 40th Floor
Corning Tower, Empire State Plaza
Albany, New York 12242
Voice: 1-518-474-5981 Fax: 1-518-473-2844
Email: Tammy.Rock@ogs.ny.gov

In the event the designated contact is not available, the alternate designated contacts are:

Diane Robinson
New York State Office of General Services
Financial Administration, 40th Floor
Corning Tower, Empire State Plaza
Albany, New York 12242
Voice: 1-518-474-5981 Fax: 1-518-473-2844
Email: Diane.Robinson@ogs.ny.gov

1.3 Minimum Proposer Qualifications

Proposers are advised that the State's intent is to ensure that only qualified and reliable contractors enter into a contract to perform the work as defined in this document.

The State considers the following qualifications to be a pre-requisite in order to be considered as a qualified Proposer for purposes of this solicitation.

The Proposer shall submit satisfactory evidence and the Commissioner or his/her designated representative shall have the right to reject responses to this solicitation of any Proposer who is unable to provide satisfactory evidence as to the following qualifications:

a. Proposer must currently and for the past two consecutive years immediately prior to the proposal due date manage at least three (3) Office Buildings consisting of at least 500,000 square feet of Gross Building Area. At least one (1) of which must exceed **200,000 square feet of Gross Building Area**. Services provided by Proposer for these buildings must be as a full operations, maintenance, and management contractor.

1.4 Mandatory Pre-Proposal Conference and Site Visit

Proposers intending to submit a proposal will be required to attend a mandatory pre-proposal conference/site visit for each Facility Group, which will include an informational meeting and a tour of all

buildings on the date and time indicated in Section (1.5) Key Events below. This is the only date and time available for inspection. Alternate dates for additional site inspections **will not** be available.

The session will begin with a brief conference at the designated location and will proceed with tours of each building. The tours will conclude with a wrap up / question & answer period. Attendees will be required to participate in the entire session. Failure to do so will result in rejection. Note that this process is expected to take several hours and attendees should prepare accordingly.

Failure to attend the mandatory pre-proposal conference/site visit will result in rejection of the proposal. **The facilitator of the event will publicly announce the official start time of the pre-proposal conference/site visit, which announcement shall be made no sooner than the time stated in Section (1.5) of Key Events below. Prospective proposers arriving after the official start time of the pre-proposal conference/site visit will be precluded from attending the pre-proposal conference/site visit, and therefore unable to submit a responsive proposal.**

IMPORTANT: Proposers must pre-register at least 48 hours in advance via e-mail with the OGS Designated Contact at the e-mail address in section 1.2. A maximum of four (4) persons may attend for each proposer. The e-mail must include:

- Legal name of proposer (Contractor name)
- Name and title for each person attending
- E-mail address and telephone number for person to contact regarding any updates to the RFP.

Upon registration, the proposer will be given the meeting location details. It is recommended that attendees arrive at the at least thirty minutes prior to scheduled time with photo identification.

In accordance with State Finance Law §139-j(3)(a)(3), this mandatory pre-proposal conference/site visit is covered by the permissible subject matter authorization. A vendor is authorized to speak with representatives other than Designated Contact(s) for the sole purpose of the pre-proposal conference/site visit (to arrange attendance, during the conduct of the visit and to pose questions regarding the site).

The pre-proposal conference/site visit will provide an opportunity for Proposers to see firsthand the existing equipment, the tasks to be performed and the special needs of the facilities. Questions during the pre-proposal conference/site visit will be permitted. It is suggested that the Proposer note the question and ask at the end of the tour.

Verbal answers are not official answers. All questions asked at the conference or after the tour must be submitted via email to the designated contact for this solicitation no later than the date and time indicated in Section (1.5) Key Events. Official answers to all questions will be distributed in the form of an addendum via email to all attendees of the mandatory pre-proposal conference/site visit. Only answers provided by addendum are considered official.

NOTE: If there are any questions Proposers would like addressed at the pre-proposal conference/site visit, Proposers should submit them in writing as instructed in Section (1.5) – Key Events, to the designated contact prior to the date of the conference/site visit. Questions during the pre-proposal conference/site visit will be permitted, however, only questions submitted in writing and answered via addendum will be considered official.

1.5 Key Events

The Table below outlines the tentative schedule for important action dates.

EVENT	DATE
Solicitation #1767 Released	July 31, 2013
Mandatory Pre-Proposal Conference/Site Visits	August 27 & 28, 2013
GROUP 1	August 27, 2013 (Day 1)
625 Broadway	8:30 am
40 North Pearl St (Ten Eyck)	11:00 am
44 Holland Ave.	1:30 pm
50 Wolf Rd.	3:00 pm
GROUP 2	August 28, 2013 (Day 2)
328 State St Schenectady	8:30 am
38-40 State St (Hampton Plaza)	11:00 am
Proposer Questions Due	August 30, 2013
Responses to Questions (estimated)	September 5, 2013
Proposals due to OGS	September 25, 2013 by 2:00 PM EST
Interview Proposers (estimated)	October 7 - 11, 2013
Vendor Selection(estimated)	October 23, 2013
Contract Start Date	upon approval by OSC (see 3.3) estimated Jan. 15, 2014
Onsite Operations begin	March 1, 2014

1.6 Glossary of Terms

“Issuing Office” shall mean the Office of General Services Department of Financial Administration.

“Contractor” shall mean a successful bidder awarded a contract pursuant to this Solicitation.

“Request for Proposal”, “RFP”, or “Solicitation” shall mean this document.

The “State” shall mean The People of the State of New York, which shall also mean the New York State Office of General Services.

“Commissioner” shall mean the Commissioner of General Services or duly authorized representative.

“Proposer”, “Bidder” or “Offerer” shall mean any person, partnership, firm, corporation or other authorized entity submitting a proposal to the State pursuant to this solicitation.

“Project Leader” shall mean Contractor’s corporate representative.

“OSC” shall mean the Office of the New York State Comptroller.

“OGS” shall mean the New York State Office of General Services.

“RPM&F” shall mean the New York State Office of General Services Real Property Management & Facilities.

“Executive Director” shall mean the Executive Director of RPM&F or duly authorized representative.

“Facility Manager” shall mean the Facility Manager of RPM&F or duly authorized representative.

“Sub contractor” shall mean a third party Contractor hired by the Contractor to perform services pursuant to this solicitation

2. Proposal Submission

2.1 Solicitation Questions and Clarifications

Questions and requests for clarification regarding this Solicitation shall only be directed to:

Tammy Rock
New York State Office of General Services
Financial Administration, 40th Floor
Corning Tower, Empire State Plaza
Albany, NY 12242
Phone: 1-518-474-5981 Fax: 1-518-473-2844
E-mail: tammy.rock@ogs.ny.gov

Questions and requests for clarification are only accepted via e-mail.

Deadline for submission of questions will be as stated in Key Events – Section 1.5

Official answers to questions will be provided via addendum per the date shown in Section 1.5 Key Events by the Issuing Office and distributed via email to all interested Proposers who attended the mandatory pre-proposal conference.

2.2 Proposal Format and Content

In order for the State to evaluate proposals fairly and completely, Proposers should follow the format set forth herein and provide all of the information requested. All items identified in Sections 2.2.1 thru 2.3 must be addressed as concisely as possible in order for a proposal to be considered complete. Failure to conform to the stated requirements and format may necessitate rejection of the proposal.

2.2.1 Cover Letter

The cover letter must confirm that the Proposer will comply with all the provisions of this solicitation and should state that, should the contract be awarded to your company, you would be prepared to begin in accordance with the provisions in Section 3.3.

The cover letter must include the full contact information of the person(s) OGS shall contact regarding the proposal. A Proposer representative authorized to make contractual obligations must sign the cover letter.

2.2.2 Minimum Qualifications

Proposer must provide the following information for the contracted facilities intended to fulfill the requirements in Section 1.3

- **Facility statistical data (square feet, building use / purpose, name of building owner, etc.)**
- **Beginning and ending contract term dates, reference contact information (name, title, phone number and e-mail address)**

NOTE: OGS may contact these references. It is the proposer's responsibility to ensure that the reference contact can be reached and will be able to verify information.

2.2.3 Company Information

In response to this Solicitation, all Proposers must provide the following:

a. With bid submission, without expense to NYS, the bidder shall provide evidence of bond ability in the sum of $500,000.00. Acceptable evidence of bondability is a writing issued by a bank, bond company, or bond agency guaranteeing issuance of a bond, payable to State of New York, in the amount required and for the term of any contract resulting from this RFP. See Section 3.7 Bonding Requirements.

b. Headquarters/Parent Company locations

c. History of Firm

d. Internet Web site Address (if any)

e. Organization Chart of Business Entity

f. Office Locations and Total Number of Employees at each

g. Primary and Secondary Business (core competencies)

h. Client List

i. Home office address and telephone number and local address and phone number

2.2.4 Qualifications

Proposers are asked to describe their capabilities to provide the services requested in this Solicitation. The Proposers shall provide:

a. An explanation of why their firm is the best qualified to perform the duties defined herein this solicitation and demonstrate its qualifications including an item-by-item disclosure outlining how the Proposer meets the requirements of this Solicitation.

b. A description of any specific experience and qualifications in building management and any specific experience it has in each of the particular building operations and management disciplines cited in Section 5.3.1 Overview,

c. A sample (or actual if available) of a Facility Operations Manual containing actual procedures developed, reports generated, forms utilized and other pertinent data that will assist the State to determine the technical merit of the proposer.

d. A detailed description the qualifications of each sub-contractor proposed for each of the Itemized Building Services (Item 2) contracts.

2.2.5 Transition Plan

Upon approval of the contract by the Office of the New York State Comptroller (OSC), the Contractor, the Contractor's transition team and appropriate sub-contractors will have access to each Facility and all operating systems therein.

The Contractor shall provide a written Transition Plan as soon as practicable, and not later than 45 days subsequent to the contract commencement date which should include but not be limited to the following:

i. The makeup of the transition team,

ii. A schedule of milestones/deliverables for the successful transition of all building services

2.2.6 Plan of Operation

The Contractor shall provide a written Plan of Operations which should include but not be limited to the following:

- In the Proposer's own words, their understanding of the issues and tasks of the Facilities at hand.
- Proposers are required to present a detailed description of the methodology to be used by their firm in achieving the objectives and accomplishing the tasks described in this solicitation, with separate and specific reference to each subsection in Section 5 – Statement of Work. This detail should include but not be limited to providing specific information containing the following:

  i. Customer Service Approach;

     What is the Contractor's approach to obtaining optimal results regarding the fulfillment of tenant requests and for measuring the level of tenant satisfaction?

  ii. Indicate the anticipated breakdown of work to be performed directly by contractor's on-site staff, and the specific work to be subcontracted. Specifically, identify your intended plan for each and every service for each building.

  iii. Corporate Support of On-site Personnel;

     What will be the specific duties of the on-site personnel?

     What other type of corporate support will be provided?

  iv. What are the latest technologies and equipment being utilized by your Contractor that you propose to utilize within this contract

  v. Your plan for the delivery of Itemized Services utilizing in-house and sub-contractors

     ✓ For **EACH** building service category as described in Item 2 (Itemized Building Services) and Item 3 (General Repairs, Supplies and Services) describe your proposed method of delivering these services, including labor, materials and equipment, broken down by in-house vs. sub-contract providers.

     ✓ Name of the firm intended to provide the service. Your experience with the intended firm.

     ✓ Name, phone number and e-mail address of the firm's primary contact regarding the arrangement.

  vi. Equipment

     List the specific equipment that will be utilized to compliment and/or augment the equipment provided by OGS, for each of the buildings in this contract. Provide a complete inventory that will be stored at each building.

  vii. Suppliers

  viii. List the sources of supplies and materials that will be utilized to support all aspects of building operations at each of the buildings.

  ix. Recordkeeping and Reporting (see Section 5.5.7 for Reporting Requirements)

     Will the onsite staff be responsible for all administrative duties, including all required monthly reports to OGS?

2.2.7 References

Proposer shall provide the following reference data for each of the facilities being maintained, including those identified per Section 1.3 – Minimum Proposer Qualifications, by the Proposer/Proposer's company. OGS may contact the references at its option. The reference data must include:

a. The type/usage of building;
b. The building's interior gross square footage;
c. Contract term/duration;
d. Building owner/contract client name;
e. Client contact person;
f. Contact person's title, address, telephone number, and email.

2.2.8 Staffing/Staffing Plan

The Bidder shall provide a staffing plan for each LOT indicating the proposed deployment of management, engineering and technical staff at each building which shall include but not be limited to providing the following services;

a. Building Management,
b. Emergency Response,
c. Routine Preventative Maintenance,
d. Repairs and Improvements,
e. Financial Administration and Reporting,
f. Use of sub-contractors.

Your plan of approach to the assignment of in-house staff services described in this Solicitation:

- ✓ Describe your detailed plan to cover all shifts of onsite personnel in the case of an absence (i.e. illness, personal day or vacations), broken down by full time and part time employees and how you project work schedules and shifts against the Solicitation requirements.
- ✓ Will work be performed by specialized teams?

The staffing plan format and specific content is left up to the discretion of the proposer. ***However, please note that the staffing plan will be used by OGS to help rate the Contractor's qualifications for performing the RFP requirements.***

The Proposer shall provide:

- The size and experience of the corporate staff pool from which staff assigned to the management contract can be drawn.
- The level of staff to be assigned to this project. Identified staff must have direct building maintenance related experience.
  The composition of the staff/ team the Proposer shall dedicate to each building including:
  a. Their function in the Contractor, title, role in this contract and number of years' service with the Proposer's firm name.
  b. Detailed resumes for the specific individuals designated to work on this contract, specifying educational and work experiences deemed relevant to the type of work to be undertaken.
- The name of the person or persons designated as the onsite "Property Manager" that will be responsible for the day-to-day coordination between tenant representatives and work efforts of onsite employees as well as subcontractors, for each building, or buildings. In addition, provide the name of the corporate representative/Property Manager's supervisor who will be

responsible for the Property Manager(s) performance. Indicate corporate representative's availability to OGS if needed to resolve issues. Information to be provided regarding the Property Manager and his/her supervisor is to include:

a. Contact information, complete resume

b. Length of career in providing Building Management Services;

c. Professional designations;

d. Number and size of buildings managed in the last three years.

- The name of the person or persons designated as the "Chief Building Engineer" that will be responsible for the overall management and supervision of all building mechanical and electrical systems, for each building or buildings.

Information to be provided regarding the Chief Building Engineer and his/her supervisor is to include:

a. Contact information, complete resume

b. Length of career in providing Building Engineering Services;

c. Professional designations;

d. Number and size of buildings managed in the last three years.

OGS retains the right to request additional information from Proposers, pertaining to the Proposer's ability, qualifications, and procedures proposed to accomplish all work specified under this solicitation.

2.2.9 General Procurement Forms

- Documents From Appendix B – General Procurement Forms
- Contractor information
- Procurement Lobbying Forms
- Taxation & Finance Contractor Certification
- MacBride Principles
- Non/Collusive Bidding Certificate

2.2.10 Cost Proposal

Bidder must submit a completed Appendix D – Cost Proposal Form

Bidder must complete each section of the cost proposal as provided. Any additions, incompletions, altering qualifiers, assumptions or clarifications to the cost proposal form will result in rejection (also see section 2.3 Packaging of RFP Response and 3.4 Price

2.3 Instructions for Packaging of RFP Response

Bidders must separate the Cost Proposal Form (Appendix D) from all other documents and submit these as two separate packages.

If bidders intend to bid both lots, then a total of 4 packages must be submitted.

For each LOT, please submit:

- ✓ (6) Originals of the Cost Proposal Form (Appendix D) along with (6) Signature Pages and Acknowledgement Pages all of which can be found in **Appendix B**.
- ✓ (1) Original and (5) copies of all other documents.

The proposal documents must be submitted by mail, hand delivery, overnight carrier or certified mail in packages showing the following information on the outside:

a. Proposer's complete name and address

b. Solicitation Number – 1767 (this document)

c. Proposal Due Date and Time**: (as indicated in section 1.5, Key Events)**

d. Proposer for Integrated Facilities Management, Albany Area, New York

Failure to complete all information on the proposal envelope and / or packages may necessitate the premature opening of the proposal and may compromise confidentiality.

2.4 Instructions for Proposal Submission

Note that these instructions supersede the generic instructions posted on the OGS website bid calendar.

Only those Proposers who furnish all required information and meet the mandatory requirements will be considered. Submit all required proposal documents including signed proposal addenda if any, to the NYS Office of General Services - Division of Financial Administration at the following address:

OGS Financial Administration
Empire State Plaza, Corning Tower, 40th Floor
Albany, NY 12242
Attn: Tammy Rock
RFP # 1767

E-MAIL OR FAX PROPOSAL SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.

The State of New York will not be held liable for any cost incurred by the Proposer for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution and approval of a contract.

Proposals must be received in the above office on or before **2:00 PM on the date indicated in Section 1.5 Key Events. Proposers assume all risks for timely, properly submitted deliveries.**

The received time of proposals will be determined by the clock at the above noted location.

NO CONSIDERATION WILL BE GIVEN TO PROPOSALS RECEIVED AFTER THE STATED DATE AND TIME.

Proposers mailing their proposal must allow sufficient mail delivery time to ensure receipt of their proposal at the specified location no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the proposer entity shall not excuse late Proposal submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Proposal submissions. Proposers are cautioned that receipt of proposals in the OGS Mailroom is NOT sufficient, and that at least historically, one overnight carrier has been known to deliver its packages to the OGS Mailroom. OGS cannot be responsible for the actions of your chosen carrier.

Proposals must remain open and valid for 120 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS and the Proposer. A proposal shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120 day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the proposal in writing by Proposer. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Proposer. This RFP remains the property of the State at all times, and all responses to this RFP, once delivered, become the property of the State.

Important Security Procedures for Delivered Proposals:

Security procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering proposals. **Vendors are encouraged to pre-register by contacting the OGS Finance Office at 518-474-5981 at least 24 hours prior to the proposal opening.** Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

Upon arrival at the visitor desk, visitors that have not pre-registered will be directed to a designated phone to call the OGS Finance Office. The Finance Office will then enter the visitor's information into the security system. Access will not be allowed until the security system has been updated. Visitors are encouraged to pre-register to ensure timely access to the building. Vendors who intend to deliver proposals or conduct business with OGS should allow extra time to comply with the security procedures. These security procedures may change or be modified at any time.

Visitor parking information can be viewed at the following OGS web site:

http://www.ogs.state.ny.us/parking/forVisitor/visitor.html

3. Administrative Information

3.1 Issuing Office

This solicitation is being released by the New York State Office of General Services Division of Financial Administration on behalf of the Office of General Services Real Property Management & Facilities Group (RPM&F).

3.2 Method of Contract Award

A single award for each Lot shall be made to the vendor who has the best value responsive and responsible proposal. Should the same contractor be awarded both Lots a single contract may be awarded.

Upon determination of the best value proposer, a Service Agreement, a sample of which is attached to the RFP as Appendix E – Sample Contract will be completed with the successful bidder's information and appended to this RFP and the successful bidder's bid to form the contract between the parties. This contract will be forwarded to the successful proposer for execution and returned to the issuing office to be processed for all necessary signatures and State approvals. Upon final approval, a fully executed copy will be forwarded to the contractor.

3.3 Term of Contract

This contract will commence upon approval by the Office of the New York State Comptroller (OSC), which approval is estimated to be on or about January 15, 2014. The contractor will assume full on-site contract services March 1, 2014. It is anticipated that the contractor will conduct planning and transitional activities during the interim period (January 15 – February 28, 2014). The contract will terminate on February 28, 2019.

The State of New York retains the right to cancel this contract for convenience, provided that the Contractor is given at least thirty (30) days written notice of OGS' intent to cancel. Any cancellation by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this Solicitation and no liability shall be incurred by or arise against OGS, its agents and employees therefore for lost profits or any other damages resulting there from. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. See Section 6.12 – Termination.

3.4 Price

All Proposers must submit their cost proposal for each Lot which they intend to bid as listed in Section 5.1 Facility Descriptions. Pricing is required for each facility within the Lot for the bid to be considered for evaluation and must be submitted using Appendix D marked "Cost Proposal Form." Any additions, incompletion, altering qualifiers, assumptions or clarifications to the cost proposal form will result in rejection (also see Section 3.9 Proposal Exceptions).

The following descriptions are provided as a guideline of where OGS would expect bidders to include specific costs. However, bidders should consider the dollars provided in item 3, and ensure that their not-to-exceed prices bid in items 1 and 2 are sufficient and inclusive of all associated costs. Pricing will be represented in accordance with the cost proposal form(s) consisting of the following items:

Item 1. Administrative Services

This category includes Property Management Fee, professional fees, insurance, salaries, payroll taxes and Workers Compensation, and employee benefits.

- Property Management Fee shall include the cost of off-site corporate building management and administrative personnel, all overhead, profit, all administrative expenses including payroll processing cost, auditing, required background checks, accounting, reporting and

other requirements. OGS will provide adequate work space for the Contractor's on-site staff at no cost, but is not responsible for providing furnishings or equipment such as furniture, computers, copying and fax machines, office type software, telephones and cell phones, pagers, office supplies etc.

- Professional Fees shall include but not be limited to, third party accounting, legal, architectural/engineering, design, etc.
- Insurance (refer to Section 6.3 – Contractor Insurance Requirements)
- Salaries shall include all on-site personnel employed by the Contractor eg: Property Manager, Chief Building Engineer, technicians, administrative support staff, etc.
- Payroll taxes and Workers Compensation, Employee Benefits, associated with the Salaries listed above.

Bidders shall provide lump sum fixed pricing for the Administrative services outlined above.

Item 2: Itemized Building Services

For BASE BID services(as described in Exhibit B), bidders shall provide individual lump sum not-to-exceed prices for each of the Itemized Building Service categories for each building. Pricing shall be inclusive of all labor, materials and supplies necessary to complete the scope of work associated with each itemized service as detailed in Exhibit B, and shall be broken out on the bid form into the portion provided directly by the contractor, and any portion that will be provided by sub-contractors. These Itemized Building Services represent a portion of the total cost to operate, maintain, and manage the building.

Item 3: General Repairs, Supplies and Services

Bidder will not provide a bid for this item. Based on historical data, OGS has valued the general repairs, supplies and services categories for each building, other than the Itemized Building Services (Item 2 above), as represented on the bid form. Contractor will be obligated to provide all required services in this category within the budgeted amount per year.

The total of Items 1 through 3 above will be used (added together) to form a total bid for each building. The total bid for each building will then be added together to determine the grand total bid for each Lot. The Total Bid Value for each Lot will be used for evaluation purposes.

The submitted bids of the awarded contractor(s), Items 1 and 2, combined with the value of Item 3 will be used by OGS in establishing the total contract value. The total contract value shall not be exceeded without formal written approval by the Office of the State Comptroller. The contractor is cautioned to monitor the expenses against the total contract value. Services performed exceeding the established contract value will not be compensated.

3.5 Price Adjustment (Escalation / De-escalation)

This clause shall only apply to Item 1 (Administrative Services) and Item 2 (Itemized Building Services) bid amounts and will be broken out by category for each building when processed. This will be the only price adjustment mechanism allowed for the contract term for items 1 and 2.

The Contractor is to submit a bid that will be fixed for one (1) year only. On each anniversary date of the contract, the Contractor will be granted an increase or decrease in their bid, dependent upon fluctuations in the Consumer Price Index (CPI) for All Items, for the Northeast Region as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at www.bls.gov/ro2/home.htm.

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example,

if the contract is awarded in September 2012, the 'base' month will be June. If the contract allows for an adjustment after the first year, it would be based on the difference between the June 2012 CPI and the June 2013 CPI and become effective in September 2013. The consumer price index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid-February). The Contractor has the sole responsibility to request, in letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the below address within three months of the base month. To ensure timely delivery, certified mail is recommended. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index. Once approved, the contractor will be notified in writing. **Request and documentation must be sent to the OGS Purchasing Unit, Corning Tower, 40th Floor, Empire State Plaza, and Albany, New York 12242.**

Should a contractor fail to submit the request and supporting documentation to the proper location within three months of the applicable base month date, contractor shall be deemed to have waived its right to any increase in price, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

3.6 Method of Payment

This contract shall be funded two times per year for a five year term as defined in Section 3.3 above. Contractor shall withdraw funds from the Operating Expense Account (refer to Section 5.7.3) for all expenses pursuant to the following:

- Item 1 (Administrative)

  The annual Property Management Fee, is to be withdrawn in twelve (12) equal monthly installments, for each year of the agreement.

- Item 2 (Itemized Building Services)

  Upon approval by the Property Manager, the Contractor shall withdraw from the Operating Expense Account on an as needed basis. Payments for Base Bid services within this category shall not exceed the Base Bid amounts for each item at each building.
  - Regarding Snow Removal, the Administrative bid amount will be readily available for withdrawal in five monthly installments December through April. The per occurrence rate can only be withdrawn after approval by the OGS Property Manager.

- Item 3 (General Repairs, Supplies and Services)

  Upon approval by the Property Manager, The Contractor shall withdraw from the Operating Expense Account on an as needed basis. All actual, necessary and appropriate expenses for general repairs, supplies and services in this category will be processed on a "pass through" basis with no markup allowed.

3.7 Bonding Requirements

With bid submission, without expense to NYS, the bidder shall provide evidence of bond ability in the sum of $500,000.00. Prior to actual performance under this contract, without expense to NYS, the Contractor shall supply a $500,000 surety bond or irrevocable letter of credit to OGS in a form satisfactory to OGS, conditioned upon the faithful performance of this contract in accord with the intent and purpose thereof, and guaranteeing payment to the State of New York by the Contractor of all monies due to New York State or due to others on behalf of the State of New York pursuant to the terms of this contract. The bond or letter of credit must remain in effect for the duration of the contract term.

3.8 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

3.9 Proposal Exceptions

The Issuing Office will consider all requests to waive any proposal requirement. However, proposers should be aware that failure to obtain a waiver of any proposal requirement in advance of proposal submission could result in rejection of Proposer's proposal and disqualification from the process.

Proposers wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in Key Events (Section 1.5). The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the 'Answers to Questions' as identified in Key Events (if the response results in a change to the Solicitation), or directly to the requesting Proposer.

3.10 Dispute Resolution

It is the policy of the Office of General Services' Financial Administration to provide Proposers with an opportunity to administratively resolve disputes, complaints or inquiries related to proposal solicitations or contract awards. OGS Financial Administration encourages vendors to seek resolution of disputes through consultation with OGS Financial Administration staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified on the front of the solicitation document.

3.11 Examination of Contract Documents

a. Each Proposer is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.

b. Each Proposer shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Proposer to fulfill every detail of all the requirements of the documents governing the work. The Proposer, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such proposer might have fully informed itself prior to proposing.

c. Any addendum issued prior to the proposal due date must be acknowledged by signature, dated and be submitted on or before the proposal due date with six (6) originals. In awarding a contract any addenda will become a part thereof.

d. Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services at the time of examination of the documents or site visit shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, to all Proposers shall become a part of the contract.

3.12 Prime Contractor Responsibilities

The State will contract only with the successful Proposer who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation, and the contract resulting from the solicitation.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this solicitation or the resultant contract. The Contractor accepts full responsibility for the actions of subcontractors who carry out any of the provisions of any contract resulting from this solicitation.

All persons/contractors hired, paid and/or supervised by the Contractor, shall be the Contractor's employee or its subcontractor's employee and not the State's employee.

3.13 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this Solicitation, refer to this Solicitation.

4. Evaluation and Selection Process

4.1 Proposal Evaluation

Proposals for each Lot will be evaluated and scored based upon the criteria set forth in this Section. Proposals will be evaluated for best value to the State.

A committee of OGS employees will evaluate each proposal and initially determine whether a proposal is responsive to the requirements of the Solicitation.

The State will request that Proposers submitting responsive proposals provide oral presentations in Albany, NY, covering the major points of their proposals. The presentations will be given on a date, time and location to be designated by OGS. Information provided during the oral presentation will be considered in the technical scoring. In addition to key corporate personnel being present for the oral presentation, OGS requests the presence of key onsite personnel being proposed for the project(s).

The committee will subsequently evaluate each responsive proposal for items a–c listed below.

OGS Division of Financial Administration will evaluate all cost proposals from responsive Proposers. The cost proposal with the lowest grand total will be awarded the maximum possible points, (refer to item d listed below). Each subsequent proposal will receive a proportionate number of points. Each of the cost proposal points will be added to the score from the Evaluation Team for items a-c.

The final 10 possible points, (refer to item e. listed below) will be awarded to the responsive Proposers, by an OGS Executive Management Review Committee, the membership of which will be designated by the OGS Commissioner or his designated representative. The points awarded by the Executive Management Review Committee will be added to each Proposer's score based on items a–d.

Scores from each of the Proposers, including items a-e listed below, will be totaled and the Proposer having the highest score will be ranked number one; the Proposer with the second highest total score will be ranked number two and so on.

a. PROPOSER EXPERIENCE (15%)

Each Proposal will be evaluated as to the quality of its relevant experience (including that of its proposed employees) and length of service in both the industry and with the Proposer, demonstrating its ability to perform the required services.

b. PLAN OF OPERATION (40%)

Each Proposal will be evaluated as to the completeness of and the extent to which the operational plan meets the goals and requirements of the Solicitation.

c. QUALITY AND COMPLETENESS OF PROPOSAL (5%)

Each Proposal will be evaluated as to the extent to which the proposal satisfies and addresses each requirement of the Solicitation. Consideration will also be given to the overall organization of, and ease of navigation of the submitted proposal.

d. CONTRACT FEE (30%)

The cost to the State will be evaluated in relation to all cost proposals submitted by responsive Proposers.

e. EXECUTIVE REVIEW (10%)

This will be based upon factors that include the Executive Management Review Committee's appraisal of the Proposer's level of experience, flexibility, presentation format of the proposal and acceptability of proposed plan of operation. In addition, consideration will be made to whether the Proposer can perform for the proposed costs while maintaining adequate levels of service and quality service over the full term of the contract.

Proposers are encouraged to include all information that may be deemed pertinent to their proposal. Proposers may be requested to provide clarification based on the State's

evaluation procedure. Any clarification will be considered a formal part of the Proposer's original proposal. If further clarification is needed during the evaluation period, OGS will contact the Proposer.

4.2 Notification of Award

After the evaluation, all Proposers will be notified of the name of the selected Proposer. The selected Proposer will be notified that their submitted proposal has been selected and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal become part of the contract.

Public announcements or news releases pertaining to any contract resulting from this Solicitation shall not be made without prior written approval from the Issuing Office.

5. Statement of Work

5.1 Facility Descriptions

LOT 1:

50 Wolf Road, Colonie

The 50 Wolf Road office building was constructed in 1967 as a single six (6) story building situated on an 11.7 acre site. The Facility underwent a major renovation in 2003. In 2010, the building was awarded the Capital District BOMA "Building of the Year" and has earned EPA's Energy Star Certifications in years 2010 and 2012. The New York State Department of Transportation is the primary building tenant. The Contractor currently on contract with OGS to provide building and grounds operation, maintenance, and management services is O,R, & L Facilities Management. Below are additional facility statistics:

- Total Gross Building Area; 390,760 square feet
- Total Building Rentable Area; 374,030 square feet
- Building Rentable Office Area; 371,226 square feet
- Building Store Area (privately operated cafeteria & newsstand); 2,804 square feet
- Building's Net Area to be Cleaned; 349,177 square feet
- Surface Lot Parking - 1,331 spaces

625 Broadway, Albany

The 625 Broadway office building was constructed in 2000 as a single fourteen (14) story building situated on a 2.18 acre site as the first LEED-NC (Leadership in Energy and Environmental Design) building built and certified in the New York State by the United States Green Building Council. The building earned its LEED-Silver status by constructing the facility according to strict guidelines for energy efficiency and a determination to reduce the impact on the both the external and internal environment. In 2009, the building was awarded; the Capital District BOMA, the Middle Atlantic Regional "Building of the Year" and the National "Building of the Year" 1st Runner-up. In years 2010 and 2012, the building earned EPA's Energy Star Certification. . The building tenants include; New York State Department of Environmental Conservation, New York State Office of Parks, Recreation and Historic Preservation, Empire State Development, New York State Environmental Facilities Corporation, Natural Heritage Trust, and the Hudson River Valley Greenway. The Contractor currently on contract with OGS to provide building and grounds operation, maintenance, and management services is O,R,&L Facilities Management. Below are additional facility statistics;

- Total Gross Building Area; 469,109 square feet
- Total Building Rentable Area; 413,577 square feet
- Building Rentable Office Area; 412,527 square feet
- Building Store Area (privately operated cafeteria & newsstand); 1,050 square feet
- Building's Net Area to be Cleaned; 383,760 square feet
- Seven (7) Level Detached Parking Structure - 500 spaces

44 Holland Avenue, Albany

44 Holland Avenue office building was constructed in 1967 as a single eight (8) story building situated on a 5.97 acre site. The state also owns a 3 acre site across the street and leases an adjacent 3 acre parcel both used for surface parking. The building tenants include, New York State Office of Mental Health and the New York State Office for People with Developmental Disabilities. The Contractor currently on contract with OGS to provide building and grounds operation, maintenance, and management services is O,R, & L Facilities Management. Below are additional facility statistics;

- Total Gross Building Area; 286,400 square feet
- Total Building Rentable Area; 279,770 square feet
- Building Rentable Office Area; 213,000 square feet
- Building Store Area (newsstand); 300 square feet
- Building's Net Area to be Cleaned; 249,370 square feet
- Surface Lot Parking - 852 spaces

40 North Pearl Street, Albany (Ten Eyck Building)

The Ten Eyck office building was constructed in 1974 with seventeen (17) floors including a basement. The facility also includes; a garage with 13 feet overhead clearance and space for two trucks to unload, a courtyard with fountains located between a neighboring bank and a hotel, and an interior walkway between the hotel and the Ten Eyck Building. The building tenants include the following New York State agencies; a data center for the Office for Technology, Office for Temporary Disabilities Assistance, Board of Elections, and the Civil Service Employee Health Services. Tenants also include; a newsstand, the Downtown Albany Restoration Program, a Tailoring & Alterations shop, and a full service diner. The building and grounds operation, maintenance, and management services are currently performed by OGS in-house staff. Below are additional building statistics:

- Total Gross Building Area; 341,992 square feet
- Total Building Rentable Area; 289,747 square feet
- Building Rentable Office Area; 208,202 square feet
- Building Store Area; 9,019 square feet
- Building's Net Area to be Cleaned; 256,267 square feet
- Parking - 0 spaces

LOT 2:

38-40 State Street, Albany (Hampton Plaza)

Hampton Plaza office building complex is actually three buildings. The State Street building was constructed circa 1890 and is eight (8) stories. The Beaver Street building is nine (9) stories. In the 1980's, the two buildings were linked on their upper floors. The complex is situated on 0.46 acres. The building tenant is the New York State Division of Housing and Community Renewal. The Contractor currently on contract with OGS to provide building and grounds operation, maintenance, and management services is Carrow Real Estate Services. Below are additional facility statistics;

- Total Gross Building Area; 102,095 square feet
- Total Building Rentable Area; 80,142 square feet
- Building Rentable Office Area; 67,639 square feet
- Building Store Area (newsstand); 12,503 square feet
- Building's Net Area to be Cleaned; 74,287 square feet
- Parking - 0 spaces

328 State Street, Schenectady

The 328 State Street office building was constructed in 2003 as single four (4) story building plus a 5th floor penthouse situated on a 0.93 acre site in downtown Schenectady. On October 21, 2003, the building was awarded the LEED-Silver status by the US Green Building Council under the Leadership in Energy and Environmental Design (LEED) criteria. Parking for building tenants and visitors is provided by a separate lease agreement in a neighboring parking structure and nearby surface lot. The Facility Manager will have virtually no involvement with parking. The primary building tenant is the New York State Workers Compensation Board. The Empire State College also has a small administrative presence. The Contractor currently on contract with OGS to provide building and grounds operation,

maintenance, and management services is Carrow Real Estate Service. Below are additional facility statistics:

- Total Gross Building Area; 116,566 square feet
- Total Building Rentable Area; 110,874 square feet
- Building Rentable Office Area; 109,823 square feet
- Building Store Area (newsstand); 1,051 square feet
- Building's Net Area to be Cleaned; 103,967 square feet
- Parking - 0 spaces

5.2 Facility Operating Hours

5.2.1 Building Operating Hours

44 Holland Ave;	6:00 AM to 6:00 PM, Monday through Friday except State holidays.
50 Wolf Road;	6:00 AM to 6:00 PM, Monday through Friday except State holidays.
625 Broadway;	6:00 AM to 6:00 PM, Monday through Friday except State holidays.
Ten Eyck;	7:00 AM to 6:00 PM, Monday through Friday except State holidays.
328 State St.;	7:00 AM to 7:00 PM, Monday through Friday except State holidays.
Hampton Plaza;	7:00 AM to 5:30 PM, Monday through Friday except State holidays.

State Holidays: During the following ten (10) state holidays, the Contractor is not expected to perform the contract custodial services, *unless an event is scheduled on one of these days at which point Contractor shall be compensated at the weighted hourly wage rate which shall be adjusted to reflect the current employee prevailing wage rate, as Additional Services*;

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

5.3 General Responsibilities

5.3.1 Overview

The selected Integrated Facility Management Contractor (also referred to herein as "IFM" or the "Contractor"), will be required to provide full service, professional building and grounds operation, maintenance and management services that must include but not be limited to the following services:

a. Provide all labor, materials, tools and equipment required to perform all services,

b. Manage and supervise all sub-contracts/sub-contractors related to providing building and grounds services at each Facility.

c. Provide daily responsiveness to OGS and the Facility Tenant Representative(s),Other responsibilities as requested / required by OGS

5.3.2 Professional Property Management

The services of the Company is to be of a scope and quality generally performed by professional property managers and performed in a reasonable, diligent and careful manner so as to manage and supervise the operation, maintenance and servicing of the properties in a manner that is comparable to those found in other multi-tenanted office properties owned and/or managed by New York State.

5.3.3 Generally Accepted Standards

Services shall be provided in accordance with any applicable specifications provided by OGS and generally accepted standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes, laws and regulations.

All work performed and all services contracted shall, unless otherwise agreed to by OGS meet or exceed all applicable levels of service and operations currently maintained and specified in OGS operated buildings.

5.3.4 Amendments

Upon the request of OGS, the Company will, in good faith and without delay, make reasonable efforts to ensure any amendments to any contract resulting from this RFP are agreed to in a timely and equitable manner.

5.3.5 Recordkeeping

Establish and maintain orderly books, records and files; containing reports, insurance policies, correspondence, receipted bills, contracts, vouchers and all other documents and papers pertaining to the Facility and the operation and maintenance thereof, and made available to OGS upon request.

5.3.6 New York State Toxic Substance Act

In accordance with the New York State Toxic Substance Act (Right-to-Know Law) and the United States Occupational Safety and Health Administration's Hazard Communication Standard, the State has established and implemented a Right-to-Know/Hazard Communication Program. The Contractor shall provide information and training to advise its employees and sub-contractors, of potentially hazardous substances known to be in the work place. Part of this information is a collection of Material Safety Data Sheets (MSDS) for all chemicals used within the building(s) which shall be maintained on site by the Contractor, and made available to all of its employees, contract vendors, and Agency Tenant Representatives.

Before any chemical product is used on or in the building(s), a copy of the product label and Material Safety Data Sheet must be provided to, and approved by OGS.

5.3.7 Executive Order No. 4 (Green Cleaning)

Contractor shall be familiar with, implement, and maintain the cleaning of the building in conformance with Executive Order No. 4, to the same extent as if the Contractor were an entity legally bound by the terms of such Executive Order, whereby cleaning products procured and used must have properties that minimize potential impacts to human health and the environment. Specific information and guidelines to aid in compliance are currently available at: http://www.ogs.state.ny.us/EO/4/Default.asp . Consultation and guidance will be available through the Office of General Services (OGS) upon request.

5.3.8 Health, Safety and Environmental Rules

Contractor shall be familiar with Safety, Health and Environmental rules and regulations including, but not limited to: conducting routine inspections of the building, maintaining equipment guarding in accordance to OSHA standards to ensure the safe and continuous operation of the building, and performing a minimum of two (2) Fire Evacuation drills per year.

5.4 Scope of Work

5.4.1 Detail of Contractor Services

The Contractor is advised that the OGS expects that onsite Contractor personnel will perform virtually all routine maintenance and repairs, with the following exceptions:

- The contract for Custodial Services at 40 North Pearl St (Ten Eyck) will be held by The State
- The contracts for Security Guard Services for all facilities will be held by the State.
- The Contractor shall be responsible for the day to day oversight of the above referenced State held contracts

The Contractor's Property Manager or his/her designee shall report to the OGS Executive Director Real Property Management & Facilities and his/her designee.

The Office of General Services reserves the right to reject and bar from the facility any employee hired by the Contractor and/or sub-contractors.

The Contractor shall fully operate, maintain and manage each building, within the prices bid for the following categories as further described in Section 3.4 (Price).

Item 1: Administrative

- Employee Benefits
- Insurance
- Payroll Taxes and Workers Compensation Insurance
- Professional Fees
- Property Management Fee
- Salaries

Item 2: Itemized Building Services

Statements of Work for these services are included in Exhibit B of this solicitation. Bids quoted for these itemized building services on the Cost Proposal Form, Appendix D, shall represent the salary for contracted and/or sub-contractors, materials and supplies necessary to complete the scope of work associated with each itemized service as detailed in Exhibit B.

- Building System Controls
- Custodial
- Emergency Generator
- Elevator
- Fire Alarm
- HVAC
- Integrated Pest Management
- Perimeter Access Control (Visitor Access, Employee Access, CCTV, Intrusion sensors)
- Window Cleaning
- Grounds
- Snow Management including hauling off site

Item 3: General Repairs, Supplies and Services
Will include but not limited to items such as the following:

- Painting and décor
- Doors and glass
- Flooring

- Parking lots and sidewalks
- Roofs
- Equipment
- Plumbing, Electrical, Mechanical/HVAC
- Telephones/Communication equipment
- Tools and equipment
- Uniforms
- Ceiling/Floor systems
- Lighting systems
- Vehicle expense
- Office supplies
- Oil/Water separator
- Sound masking
- Fire pumps, fire suppression, overhead doors, dock levelers, vibration testing, infrared testing, refrigerant monitoring system, high voltage systems, Uninterrupted Power Supply (UPS),vehicle barriers

5.4.2 Process for Additional Services

Additional Services shall be considered repairs, upgrades, and/or any work performed other than for the service categories described in Item 2 / Exhibit B (Itemized Building Services).

Additional services shall only be performed when pre-approved in writing by the Executive Director of Real Property Management & Facilities or his/her designated representative.

PROCESS: The Contractor shall prepare a detailed quote for pre-approval by Executive Director of Real Property Management & Facilities or his/her designated representative. The quote must detail the scope of services, and include a breakdown of how the services are to be performed, e.g. in-house staff, contracted services, or combination thereof, etc.

The Contractor, where applicable, shall obtain multiple bids (preferably 3 or more) and provide a bid tabulation, and an award recommendation to Executive Director of Real Property Management Group and Facilities or his/her designated representative. Supporting documentation for all bids shall be retained on file by the Contractor and made available to OGS upon request. Also see section 5.5.3 Subcontractors.

Upon satisfactory completion of the work, Property Manager shall authorize payment(s) per Section 3.6.

LIMITATIONS:

Any single additional service shall not exceed $50,000. In the event that an additional service will need to exceed this amount, the service will be procured by OGS separate from this contract. Also see Section 5.5.4 Issuing Solicitations & Contracts

5.4.3 Facility Condition Assessment

The Contractor will provide a Facility Condition Assessment for each building, which will detail the overall facility conditions and each of and its specific operating systems. The initial assessment shall be provided to OGS as soon as practicable, and not later than forty five (45) days subsequent to the contract commencement date, and annually thereafter.

Based upon the Contractor's continuous operations and monthly maintenance of the facility systems, the Contractor shall, as appropriate, make interim recommendations to OGS at any time during the year.

5.4.4 Facility Handbook

The Contractor will provide a Facility Handbook for each building, which will include a number of key documents that are required for facility operation. These documents shall include, but not be limited to:

a. Building Security Plans
b. Building Evacuation Plans
c. Building Rules and Regulations
d. Building Directory

5.5 Management Responsibilities

The Contractor's management responsibilities shall include but not necessarily be limited to the following:

5.5.1 Prevailing Wages

The Contractor shall ensure that prevailing wages and supplements for trades stated by the Department of Labor (DOL) are paid to employees of the Contractor and those of its subcontractors. See Appendix E for wage rates.

Contractors are reminded that the payment of prevailing wages and supplements is a requirement of ALL contracts for public works. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts. NOTE: ALL PUBLIC WORKS CONTRACTS, REGARDLESS OF DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS.

A copy of the prevailing rate schedule(s) are included in Appendix E – New York State Prevailing Rate Schedule. Contractors are required to supply each of their subcontractors with copies of the prevailing rate schedule and to obtain an affidavit acknowledging receipt and agreeing to pay required wages before entering into a subcontract. Contractors are responsible for assuring that their subcontractors pay prevailing wages and supplements. NOTE: CONTRACTORS ARE FURTHER REQUIRED TO POST THE PREVAILING WAGE RATES AT THE WORK SITE ON BULLETIN BOARDS PROVIDED BY THE FACILITY MANAGER AND INFORM EMPLOYEES OF THE POSTING. FACILITY MANAGERS WILL ENFORCE THIS PROVISION.

Contractors are advised that the Office of General Services may make random inquiries of employees of both prime and subcontractors as to the rate of wages being paid and may request certified copies of one or more weekly payrolls of a contractor or any subcontractor to verify proper payment of wages.

Any discrepancy found in information supplied will be reported to the Department of Labor for investigation.

5.5.2 Background Check

For security reasons, all prospective Contractor employees and its subcontractors providing services within the building are to be properly screened in accordance with OGS provided background check guidelines (see Exhibit A – Background Check Requirements).

5.5.3 Subcontractors

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. When bidding, any known / planned use of subcontractors must be disclosed in detail with bid submission. If subcontractors are to be used for Additional Services, they will be subject to the Process for Additional Services clause 5.4.2.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this solicitation or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this solicitation.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents.

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the Executive Director Real Property Management & Facilities or his/her designated representative, Governor Nelson A. Rockefeller Empire State Plaza, 39th Floor, Albany, New York 12242, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Executive Director Real Property Management & Facilities may require concerning the proposed subcontractor's ability and qualifications.

In the event that subcontractors must be used during the term of this contract for Additional Services work, the following guidelines shall apply.

- The Contractor shall procure goods and services using commercially reasonable and prudent practices to obtain the most favorable price and terms. The Contractor will make his/her best efforts and shall document same to obtain written proposals or bids from at least three (3) responsible service providers before selecting the best price and terms. Prior OGS approval is required for all Additional Services. The following conditions apply to competitive bidding for subcontracted additional services:
- Each bid will be solicited in a form and manner conducive to uniformity in all bids. The Contractor will maintain documentation of the solicitation and results.
- If the Contractor desires to accept other than the lowest bidder, or where competitive bids are not possible, adequate justification must be provided to the State for required prior approval.

The OGS shall be free to accept or reject any proposal/subcontract submitted for State's approval, and Contractor shall provide OGS with copies of all documentation OGS may request in relation to such approval rights.

5.5.4 Issuing Solicitations and Contracts

When issuing solicitations (Requests For Proposals, Invitations For Bids, Requests For Quotes, etc.) and entering into contracts to procure goods and/or services necessary to fulfill the Contractor's contract obligations, the Contractor shall develop the solicitation package (utilizing applicable specifications provided by OGS), bid, provide a recommendation of award to OGS, and upon OGS approval award such contracts.

As appropriate, OGS shall provide the Contractor with service contract specifications. Prior to issuing a solicitation, OGS shall have the opportunity to review and approve the solicitation package(s). Any contract which cannot by its terms be canceled on 30 days' notice must be approved in writing by OGS.

OGS shall separately procure all goods and services for purchases or contracts valued at more than Fifty Thousand Dollars ($50,000).

The Contractor shall procure goods and services using commercially reasonable and prudent practices to obtain the most favorable price and terms. For purchases or contracts less than Five Thousand Dollars ($5,000), the Contractor will obtain and document a minimum of three verbal quotes. For contracts more than Five Thousand Dollars ($5,000), but less than Fifteen Thousand Dollars ($15, 000), the Contractor will obtain written proposals or proposals from at least three (3) responsible service providers before selecting the best price and terms. Prior OGS approval is required for the solicitations for all contracts for repairs, capital improvements, goods and services more than Fifteen Thousand Dollars ($15,000), but less than Fifty Thousand Dollars ($50,000). The following conditions apply to competitive bidding:

1. Each proposal will be solicited in a form and manner so that proposal solicitation will be uniform in all proposals.
2. All proposal solicitations will, when possible, include a Minority/Women Business Enterprise (MWBE) participation clause and such inclusion should be documented for future reference. A listing of certified MWBE's will be available from OGS to the winning proposer.
3. If the Contractor desires to accept other than the lowest bid, or where competitive proposals are not possible, justification must be provided to the State for required prior approval.
4. OGS shall be free to accept or reject any contract submitted for State's approval.
5. All proposals shall be controlled and not opened until the time and date specified in the solicitation. The Company will maintain documentation of the solicitation, if any, and of contract awards.

5.5.5 Drawings and Diagrams

OGS will provide the most up to date set of paper facility drawings/diagrams available for each facility. Contractor shall update these drawings/diagrams upon completion of all project work and upon discovery of discrepancies during the course of normal building operations. These marked up documents shall be provided to OGS. OGS will make the appropriate changes and return an updated set of documents.

Contractor shall not be obligated to keep system furniture drawings current. All system furniture changes shall be made through OGS.

5.5.6 Meetings

The Contractor will be responsible for the completion of a variety of administrative requirements, the cost of which shall be included in Item 1 (Administrative). The Contractor shall chair all meetings as appropriate.

a. Initial Contract Meeting: The Contractor shall be available for an initial job meeting with OGS to review but not be limited to the following: OGS facility use rules, the contract communication chain of command, a review of the Contractor's transition team implementation plan, review of emergency contact directory

b. The Contractor's Property Manager will chair monthly "Tenant Committee" meetings at the facility with a representative of each facility tenant. The agenda shall include but not be limited to: Review status and quality of work for Capital, Rehabilitation and Improvement, and Repair/Maintenance projects,

   i. Review operational and maintenance issues that may affect the facility occupants (i.e.: power shutdowns, elevator maintenance requiring closing down one or more cars, HVAC issues, carpet shampooing, etc.),

   ii. Review of status of pending Tenant Service Requests.

   iii. Housekeeping issues (custodial service complaints, recently completed and/or planned project work, etc.),

   iv. Tenant Health and Safety Issues,

   v. New Business.

c. The Contractor's Property Manager will chair the Tenant Safety Organization (TSO), meetings at the facility with representatives from each floor or area of the building. The agenda shall include but not be limited to:

i. Review status of readiness of Floor Fire Marshalls, Asst. Marshalls, Searchers, including conducting periodic checks of issued equipment including safety vests, flashlights, and radios.

ii. Review Facility Evacuation Plan

iii. Review current roster of TSO members, to insure that it is complete and correct

iv. Review completed evacuation drills to discuss possible improvements, and any issues

c. Periodic meetings with OGS as requested by OGS such as:

i. Review building maintenance services progress and quality of work.

ii. Identify and resolve problems.

iii. Coordinate the efforts of all concerned so that the contract progresses smoothly.

iv. Maintain a professional working relationship between the Contractor, OGS and tenants of the building.

v. Review and participate in resolving any misunderstandings of the contract.

vi. Review and implement working procedures that provide building services at a level satisfactory to OGS and the tenants.

vii. Job meeting with contractors

5.5.7 Reporting Requirements

The Contractor will be responsible for the completion of a variety of administrative requirements, the cost of which shall be included in Item 1 (Administrative). Contractor shall provide a breakdown of pricing reports in a manner that comply with OGS and RPM&F standards.

a. The Contractor shall take and distribute the minutes to all meeting participants as well as OGS, via email, with 5 business days.

b. Provide Fire Systems Testing reports within 24 hours to both OGS and the NYS Department of State Office of Fire Prevention & Control, Empire State Plaza, Concourse Room 130, Albany, NY 12242

c. Provide a written monthly report to OGS within ten (10) working days of the end of each month including but not limited to:

i. Provide monthly operating and budget reports of expenses to OGS (Refer to Section 5.7)

ii. Provide a monthly description of work performed and how it was performed at each facility, e.g. in-house staff and/or sub-contractor.

d. Incidents/Accidents must be reported immediately to OGS and written reports must be completed and submitted to OGS immediately, as circumstances allow.

e. Other Reports as requested by OGS.

5.6 Operation and Maintenance Responsibilities

5.6.1 Maintain Building Premises

Maintain each building's premises and building systems in accordance with generally accepted standards, manufacturer's recommendations, OGS standards, and applicable codes, rules and regulations, and as otherwise may be deemed advisable by the State.

Where specifications or standards are not included herein or later provided by OGS, maintenance shall be in accordance with manufacturer's recommendations and standards. OGS reserves the right to engage the services of contractors to service or install tenant agency specific equipment or make alterations. In these instances, the Contractor will coordinate with the agencies and such contractors at no additional cost.

Contractor shall insure that maintenance and repairs are performed by trained and/or certified technicians as appropriate, and be scheduled so as to minimize interference with the normal operations of the tenants. Contractor will maintain a physical inventory of supplies and tools on hand at all times.

5.6.2 Operation and Maintenance (O&M) Manual

The Contractor will provide an O&M Manual for each building to document the administration, management, and performance of non-maintenance activities to keep the buildings safe and functioning as designed. In addition, the documented maintenance shall include reoccurring preventative maintenance activities necessary to maintain or restore the building systems to a safe and functioning condition.

O&M requirements are determined by the complexity of each building system, program requirements, safety concerns, and special requirements for potentially hazardous practices. In some instances these requirements may refer to, or include, manufacturer instructions and operator manuals specific to the respective building systems.

In the performance of all maintenance/repair work, the contractor will insure that all codes rules, and regulations, and applicable OGS standard operation procedures are followed by all in-house and sub-contractor staff e.g. Code Rule 56 compliance, OGS Hot Works permits etc.

5.6.3 Energy Curtailment Plan

The Contractor shall prepare, submit to OGS, and maintain an energy curtailment plan for each facility. The plan will define specific measures to be taken at each building during an energy emergency situation.

5.6.4 Computerized Maintenance Management System (CMMS)

OGS's computerized maintenance management system (CMMS) is AiM (Intelligence in Asset Management) by Asset Works, Inc. The Contractor shall use the CMMS to manage, schedule, track and record all activities and costs related to the operation and maintenance of each facility. Including but not limited to, work order management, project tracking, and report generation.

OGS will provide the necessary computer, the connections, the software installation, the licensing, and training for the Contractor's staff, as appropriate. In the event that AiM is not available at the time of contract approval, the Contractor agrees to implement and maintain a comparable Computerized Maintenance Management System at the Company's sole cost and expense.

OGS has provided a listing of building system equipment for each facility, (See exhibit B-7) based on the best data available, for the Contractor's information and use; however it is the Contractor's responsibility to verify the accuracy and completeness of the equipment inventory, and insure that the inventory is maintained in an accurate and appropriate manner within the CMMS system in use.

5.6.5 Emergency Services

The Contractor shall be on call and be the single initial point of contact to provide emergency services as needed on a twenty-four (24) hour, seven (7) days a week basis.

The Contractor's representative has a **maximum of one hour** to respond on site at the Facility to address the emergency, and notify the OGS representative as soon as practicable.

5.6.6 Equipment Replacement

Ensure that any equipment to be replaced shall be new and manufactured by a reputable manufacturer. The equipment shall be the same as, better than or equal to the original equipment. All substitutes for the original manufacturer's equipment should be ENERGY STAR compliant.

5.6.7 New Equipment Guarantee

Ensure that any new equipment be guaranteed for a minimum of one (1) year from the date of replacement and replaced at no cost to the State if found defective during that time. The Contractor shall obtain cost estimates for extended warranties on new installations and consult with OGS regarding the purchase of such contracts.

5.6.8 Tenant Improvements

Minor Improvements

When requested by the occupying tenant through OGS, the Contractor shall, from time to time, perform "Tenant Improvements," whereby, the Contractor may assess the request as within the scope of work to be done by on site employees (i.e.: install/remove keyboard trays, install bulletin boards, install wall guards, repairing an outlet, moving an outlet, etc.). The Contractor, the occupying tenant, and OGS, shall consult with each other in good faith to determine whether such work shall be completed by in-house staff at no cost or for an agreed upon consideration and such determination will be made prior to the commencement of any work.

Substantial Improvements

Tenants may from time to time request substantial improvements, such as system furniture changes, within their allocated space by submitting a Proposed Project Request from their designated Tenant Representative, to the Facility Manager. The Facility Manager will submit all proposals to OGS for review.

5.6.9 Capital Repairs and Improvements

OGS may from time to time make requests for capital repairs/improvements under $50,000, and the Contractor shall advance these projects as appropriate. The Contractor's role in advancing such projects shall either be as a construction manager or a general contractor.

a. As a Construction Manager, the Contractor shall be responsible for the entire project from design through construction. The company shall engage architectural/engineering services when necessary to prepare construction documents. They shall also negotiate proposals, enter into contract(s) to advance the construction work, supervise construction, and authorize payments. The actual, fair, reasonable, and necessary projects costs shall be a "pass-through" expense funded by OGS and/or the tenant agency, Consideration for the Contractor's services rendered shall be provided to the Contractor as follows;

    i. If the Contractor's construction management services described above are provided by an employee already compensated from the established Operating Expense Account, then the Contractor will not receive additional fees,

    ii. If the Contractor's construction management services described above is provided by an employee not already compensated from the established Operating Expense Account, then the Contractor shall receive a project-by-project negotiated fee, not-to-exceed 5% of the total project cost.

b. When the Contractor or a subsidiary of the company performs as a General Contractor (employees performing the work), the Contractor shall prepare a detailed construction estimate and schedule of the requested project, for approval by OGS. Additional compensation for oversight/construction management work in this category will not be provided to the Contractor.

Capital improvements may be designed and/or supervised by OGS or its representatives. In such instances the Contractor shall provide full cooperation to OGS and related contractors for no additional fee.

5.6.10 United States (US) Environmental Protection Agency (EPA) Energy Star

ENERGY STAR is a joint program of the US Environmental Protection Agency and the US Department of Energy helping us all save money and protect the environment through energy efficient products and practices. OGS shall file an Environmental Protection Agency Portfolio Manager survey, a web-based energy usage breakdown for buildings. Portfolio Manager is an interactive energy management tool that allows one to track and assess energy and water consumption of buildings in a secure online environment. OGS shall set-up the Portfolio Manager account that may be shared with the Contractor. OGS may request assistance from the Contractor with data gathering, data entry, meter readings or any function required to report in Portfolio Manager. This will enable the Contractor and OGS to analyze consumption patterns, and adapt efficiency strategies to have the maximum impact.

The Program rates annual energy performance on a scale of 1-100 relative to similar buildings nationwide. Statistically representative models are used to compare buildings in the portfolio against similar buildings from a national survey conducted by the Department of Energy's Energy Information Administration. A score of 50 indicates that the building, from an energy consumption standpoint, performs better than 50% of all similar buildings nationwide, while a score of 75 indicates that the building performs better than 75% of all similar buildings nationwide. Buildings with a score of 75 or higher may qualify for EPA's ENERGY STAR.

Starting from commencement of the contract resulting from this solicitation, it is expected that the Contractor shall operate the building(s) as safely, economically and efficiently as possible to obtain the highest achievable ENERGY STAR score without compromising industry standards of HVAC and lighting standards. OGS Statewide Energy Group personnel shall prepare and certify the annual Statement of Energy Performance (ENERGY STAR application) in consultation with an OGS or 'other' Professional Engineer or Registered Architect.

5.6.11 OSHA Training Requirements (Occupational Safety & Health Administration)

OGS FACILITY MANAGER'S OBLIGATIONS

Prior to beginning contract work/work assignment, the OGS Facility Manager shall inform the Contractor/Contractor's representative(s) of the known specific hazard(s) and chemical(s) they may encounter while performing their contract obligations.

The Contractor/Contractor's Representative(s) shall be responsible for information about the use of Personal Protective Equipment required for the work and where to get the specific items.

CONTRACTOR / CONTRACT EMPLOYEE OBLIGATIONS

General Contract Obligations: Prior to or upon first reporting to the work location for assignment, the Contractor/Contractor employee(s) and employees of Sub-Contractors shall present to the OGS Facility Manager proof of completion of the OSHA required training for the following three (3) topic areas including but not limited to:

a. Affected Person Lockout/Tagout,

b. Hazard Communication,

c. The use of Personal Protective Equipment.

It is the Contractor's responsibility to provide the OGS Facility Manager with all employee updates and/or renewals for the specified training.

Note: Contractor's / Contractor's Employee(s) failure to provide such documentation to the OGS Facility Manager upon or prior to employee reporting to their initial work assignment shall result in the OGS Facility Manager rejecting the employee(s).

5.7 Budgetary Responsibilities

The Contractor's budgetary responsibilities shall include but not necessarily be limited to the following:

5.7.1 Develop Annual Operating Budgets

The annual budget period for Operating Expenses shall be March 1 through February 28.

For the initial budget period, the Contractor shall submit an Operating Expense budget for the balance of that budget period, as well as a budget for the upcoming full year, not later than (60) days after the contract commencement date.

By August 1st of each subsequent year, the Contractor shall, submit an annual Operating Expense budget for the next fiscal year, for the State's approval. All budgets shall list the annual amount and monthly distribution encompassing the three (3) major components listed below:

- Item 1 (Administrative) The budget amounts for Item 1 shall be the yearly amounts bid per Lot and subject to annual price adjustments per Section 3.5. For annual budgeting purposes, the Contractor shall break out the annual amount per lot into an appropriate amount for each respective facility.

- Item 2 (Itemized Building Services) The first annual budget amounts for Item 2 shall be the amounts bid each of the twelve (12) major service categories, for each facility. In subsequent years, the budget amount for each service will be adjusted based upon the approved Consumer Price Index (CPI) See Section 3.5.

- Item 3 (General Repairs, Supplies & Services) The first annual budget amounts for Item 3 shall be provided by the State to the Contractor in accordance with the bid document. The Contractor shall break out the annual amount provided in the bid, into appropriate detail to show budgeted amounts for all repairs, supplies and services. This detail shall be presented to show both in-house and sub-contractor portions of these amounts. In subsequent years, the Contractor shall provide updates to the itemized amounts as appropriate, for OGS review and approval.

The State may change the budgeted amount of Operating Expenses to be placed in the Operating Expense Account at any time, and the Contractor shall operate the facilities within the available funds. Funds remaining in this account at the end of the contract are to be transferred back to New York State within thirty days (30), after all obligations have been satisfied.

5.7.2 Capital Plans and Budgets

Contractor shall submit five year Capital Plans and Budgets for each facility, based upon a thorough assessment of all building systems and components listing the annual amount and monthly distribution of planned expenditures. These submissions will be concurrent with the Operating Budgets listed in Section 5.6.1 above.

5.7.3 Operating Expense Account

The Company shall set up and maintain in a fiduciary capacity at a bank doing business in the State of New York, an interest bearing Operating Expense Account funded by New York State. The State shall fund the account every six (6) months during the contract term. The state shall be entitled to all interest earned on its designated funds.

Funds in the Operating Expense Account shall be used to purchase all contractual services, supplies and replacement equipment which shall be necessary to properly maintain and operate each Facility as specified in the respective facility Budget. The cost of such items shall be net of any discounts or

commissions obtained for purchases. Operating Expenses shall be "net only", and for that purpose shall be reduced by the amounts of any reimbursement, recovery, recoupment, payment, discount, credit, reduction, allowance, or the like, received by the Company in connection with such Operating Expenses.

The annual budget period for Operating Expenses shall be March 1 through February 28. Within (30) days of the execution of the contract, the State shall make, or cause to be made the first semi-annual payment into the Operating Expense account. Should the commencement of services begin prior to September 1st, or after September 1st, the budget will be adjusted accordingly to reflect that change. Thereafter, the state shall make or cause to be made semi-annual payments into the Operating Expense Account equal to one-half the estimated Operating Expenses for each applicable operating period by March 1 and September 1. These payments will be adjusted based on semi-annual reviews of the operating budget.

5.7.4 Authorize Payments

Contractor shall review all bills received for services, work, and supplies ordered in connection with maintaining and operating each facility. Payments may only be authorized for services rendered, and for goods actually received.

5.7.5 Report of Expenses

Within 30 days of contract award, Contractor shall develop a monthly Schedule of Payments. The Schedule of Payments shall include all sub-contracted services/expenses as well as Contractor provided services/expenses. For each sub-contracted service including but not limited to of the twelve major service categories included in Contractor's bid, Contractor shall provide a breakdown of sub-contractor's bid to include but not be limited to; administration, labor, materials, supplies, equipment, overhead, profit, and fees. Sufficient detail shall be provided so as to allow the State to value Additional Services, if requested. Contractor shall reconcile monthly, and submit the preceding month's report within the first 10 calendar days of the subsequent month. The report must detail separately, each category of service / expense, and account for every dollar spent within the category. The report must be provided in comparative format to show the budgeted and actual expenses, and provide explanations for any item for which the actual varies significantly from the budgeted amount. When necessary, develop plans to address any possible funding shortfalls. Also see Section 5.7.1.

5.7.6 Independent Accountant's Annual Review

The Contractor shall contract with an independent third party Certified Public Accountant registered to do business in New York State, to perform and submit a yearly (prior fiscal year) review of the Contractor's financial statements of actual operating expenses. This nature and scope of this review shall be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The report shall be submitted to OGS within ninety (90) days after the end of each operating period (by May 31st).

6. Contract Clauses and Requirements

6.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated December 2012, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. Appendix A is a separate document to this RFP and shall be retained for reference by the proposer.

The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A
2. The Contract
3. Solicitation Number **1767** (This Document)
4. Selected Contractor's Proposal

6.2 Procurement Lobbying Requirement

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/Proposer during the procurement process. An Offerer/Proposer is restricted from making contacts from the earliest notice of intent to solicit offers/proposals through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Proposer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/Proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html

6.3 Contractor Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, Office of General Services (hereinafter referred to as "OGS"), Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this Contract. Such Certificates shall be of a form and substance acceptable to OGS.

Certificate acceptance and/or approval by OGS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers acceptable to OGS; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to Office of General Services, Purchasing Unit, Corning Tower, 40th Floor, Empire State Plaza, Albany, New York 12242 and shall name The People of the State of New York, its officers, agents, and employees as additional insureds there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by OGS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to OGS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to OGS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

A. Commercial General Liability Insurance with a limit of not less than $5,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

    i. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.

B. Comprehensive Business Automobile Liability Insurance with a limit of not less than $2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

C. If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with limits of not less than $5,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against OGS arising from Contractors work.

    i. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.

    ii. If the Contract includes disposal of materials from the job site, the Contractor must furnish to OGS, evidence of pollution legal liability insurance in the amount of $2,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.

iii. If autos are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

D. If providing professional services, the Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than $5,000,000 per loss.

i. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.

ii. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.

E. Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OGS or (ii) any other form of permission for the release of OGS.

Contractor acknowledges that failure to obtain any or all required insurance on behalf of OGS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to OGS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for OGS' immediate termination of any contract resulting from this RFP, subject only to a five (5) business day cure period. Any termination by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

F. WORKERS' COMPENSATION / DISABILITY INSURANCE:
Prior to any contract resulting from this RFP becoming effective, Contractor must submit proof that they have the workers' compensation and disability benefits coverage required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage. Proof of compliance must be demonstrated in accordance with the requirements set forth by the New York State Workers' Compensation Board (An instruction manual clarifying the Workers' Compensation Law requirements is available to download at the Workers' Compensation Board's website, www.wcb.state.ny.us. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.) Contractor shall notify the Office of General Services, RIFM Office, at least thirty (30) days prior to material change or cancellation of such coverage.

If employees will be working on, near or over navigable waters, US Longshore and Harbor Workers Compensation Act endorsement must be included.

All forms must name the Office of General Services – Financial Administration, 40th Floor, Mayor Erastus Corning 2nd Tower, Empire State Plaza, Albany NY 12242, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder)."

G. Employee Dishonesty Coverage
Employee dishonesty coverage on money, securities or property other than money and securities including property in the care custody or control of the contractor in an amount equal to the total annual budget for all buildings included in the Lot(s) for which the contract is awarded. The coverage shall include all employees including contract and temporary, whether identified or not, acting alone or in collusion with others at all buildings included in the Lot(s) for which the contract is awarded.

6.4 Tax and Finance Clause

TAX LAW § 5-A:

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than $100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this RFP. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.

http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

Form ST-220-CA must be filed with the proposal and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with proposal submission). Failure to make either of these filings may render a Proposer non-responsive and non-responsible. Proposers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

Vendors may call DTF at **1-800-698--2909** for any and all questions relating to Section 5-a of the Tax Law and relating to a Contractor's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.nystax.gov

6.5 Participation Opportunities for New York State Certified Minorities and Women-Owned Businesses

Pursuant to New York State Executive Law Article 15-A, OGS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings

of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establishes goals for maximum feasible participation of New York State Certified minority and women–owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, OGS hereby establishes an overall goal of 20% for MWBE participation, **10%** for Minority-Owned Business Enterprises ("MBE") participation and **10%** for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that OGS may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: http://www.esd.ny.gov/mwbe.html.

For guidance on how OGS will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and OGS may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract ("Bidder") agrees to submit the following documents and information as evidence of compliance with the foregoing:

A. Bidders are required to submit a MWBE Utilization Plan on Form #MWBE 100 with the bid or proposal. The Utilization Plan shall list the MWBEs the Contractor intends to use to perform the State contract and a description of the Contract scope of work that the Contractor intends to structure to meet the goals on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract that the Contractor intends to be performed by a NYS Certified minority or woman-owned business. Any modifications or changes to the agreed participation by NYS Certified MWBEs set forth in the Utilization Plan submitted with the bid or proposal, after the Contract award and during the term of the Contract, must be reported on a revised MWBE Utilization Plan and submitted to OGS.

B. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS' acceptance or issue a notice of deficiency within 20 days of receipt.

C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form #BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

D. OGS may disqualify a Bidder as being non-responsive under the following circumstances:

a) If a Bidder fails to submit a MWBE Utilization Plan;

b) If a Bidder fails to submit a written remedy to a notice of deficiency;

c) If a Bidder fails to submit a request for waiver; or

d) If OGS determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Monthly M/WBE Contractor Compliance & Payment Report on Form MWBE 102 to OGS by the 10th day of the month during the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to OGS, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

ALL FORMS ARE AVAILABLE AT: http://www.ogs.ny.gov/MWBE/Forms.asp

6.6 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each proposal/proposal will be held in confidence and details of any proposal/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.

SHOULD YOU FEEL YOUR FIRM'S PROPOSAL/PROPOSAL CONTAINS ANY SUCH TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, **YOU MUST SUBMIT A REQUEST TO EXCEPT SUCH INFORMATION FROM DISCLOSURE.** SUCH REQUEST MUST BE IN WRITING, MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE EXCEPTED FROM DISCLOSURE AND MUST BE PROVIDED AT THE TIME OF SUBMISSION OF THE SUBJECT INFORMATION.

REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A PROPOSAL/PROPOSAL FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.

6.7 General Requirements

a. The Proposer agrees to adhere to all State and Federal laws and regulations in connection with the contract.

b. The Proposer agrees to notify the Office of General Services of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.

c. The Proposer agrees that in any contract resulting from this RFP it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.

d. The Proposer agrees that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of General Services.

e. For reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.

f. For purposes of any contract resulting from this RFP, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

g. The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.

h. The Commissioner of General Services will make no allowance or concession to the Proposer for any alleged misunderstanding because of quantity, quality, character, location or other conditions.

i. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Proposer has based its proposal on the more expensive option. Final decision will rest with the Commissioner of General Services.

j. INSPECTION – For purposes of any contract resulting from this RFP, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of

the specifications are not being met, the Commissioner of the Office of General Services may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.

k. STOP WORK ORDER - The Commissioner of General Services reserves the right to stop the work covered by this RFP and any contract(s) resulting there from at any time that it is deemed the successful proposer is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, the Office of General Services shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the proposal, the Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that the Office of General Services issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.

l. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.

m. The Office of General Services reserves the right to reject and bar from the facility any employee hired by the Contractor.

6.8 Contract Terms

All provisions and requirements of, Appendix A Standard Clauses for New York State Contracts, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this Solicitation, and will be binding upon the parties to such contract.

All provisions and requirements, which are attached hereto and form a part hereof, will be incorporated into any contract resulting from this Solicitation, and will be binding upon the parties to such contract.

It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this Solicitation.

Any contract resulting from this Solicitation shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

6.9 Procurement Rights

The State of New York reserves the right to:

a. Reject any and all proposals received in response to this RFP.

b. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

c. Waive or modify minor irregularities in proposals received, after prior notification to the Proposer.

d. Adjust any Proposer's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.

e. Utilize any and all ideas submitted in the proposals received.

f. Negotiate with Proposers responding to this RFP within the RFP requirements to serve the best interests of the State.

g. The State may begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.

h. The State is not liable for any cost incurred by a Proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

i. Waive any non-material requirement not met by all Proposers.

j. Not make an award from this RFP.

k. If two or more offers are found to be substantially equivalent, the Commissioner of OGS, at his sole discretion, will determine award.

l. The State reserves the right to make multiple contract awards pursuant to the RFP.

m. OGS retains the right to have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.

n. Seek clarifications of proposals.

o. Make an award under this RFP in whole or in part.

Please Note: The State is not liable for any cost incurred by a Proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

6.10 Extent of Services

OGS reserves the right to re-negotiate at its discretion, to reduce the amount of services provided under any contract resulting from this solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

6.11 Debriefings

Proposers will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that proposer's bid or proposal. After contract award, OGS shall, upon request, provide a debriefing to any bidder that responded to the solicitation, regarding the reason that the proposal or proposal submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty days of contract approval as posted on the OSC website (web address below).

http://wwe1.osc.state.ny.us/transparency/contracts/contractsearch.cfm

6.12 Termination

A) Termination

The Office of General Services may, upon thirty (30) days notice, terminate the contract resulting from this RFP/IFB in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, OGS may also terminate any contract resulting from this RFP/IFB upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of the creditors.

Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this RFP/IFB, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by OGS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this RFP/IFB and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

B.) Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may

exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

6.13 NYS Standard Vendor Responsibility Questionnaire

OGS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, http://www.osc.state.ny.us./vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at https://portal.osc.state.ny.us.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at http://www.osc.state.ny.us/portal/contactbuss.htm. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder prior to Contract Award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Bidder's Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

6.14 Ethics Compliance

All proposers/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Contract, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

6.15 Indemnification

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this Solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this Solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this Solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

6.16 Appendices and Exhibits

The Proposer's attention is directed to the appendices and exhibit documents attached hereto and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. They are part of this solicitation and will be part of the subsequent contract. The proposer is responsible for adhering to all requirements of the appendices and exhibits.

6.17 Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

6.18 Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor

is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OGS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

6.19 Encouraging Use of NYS Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Exhibit A
Background Check

BACKGROUND CHECKS

Requirements

Requirements of this clause apply to the successful bidder (Contractor) of the contract who will be performing on-site work for OGS under the contract resulting from this solicitation. The cost to the Contractor for performing requirements of this section, shall be included in the bidder's response to this solicitation.

Definitions

For purposes of this clause, the following definitions apply:

(1) On-Site: ``On-site'' refers to any State-owned or leased space open to the public or at which State business operations are conducted.

(2) Suitability: ``Suitability'' refers to identifiable character traits and past conduct which are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract at OGS on-site locations without undue risk to the interests of the State.

(3) Suitability determination: A ``suitability determination'' is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the contract requirements on-site without undue risk to the interests of the State.

Applicability

(1) Contractors shall perform background checks and make suitability determinations on contractor employees before the individual employees can perform on-site contract services for the Office of General Services.

(2) Contractor shall maintain a continuous list of background checks and suitability determinations noted above, and shall provide this list to the Facility Manager prior to the contract commencement date. The list shall be updated and resubmitted to the Facility Manager as changes occur, continually keeping the Facility Manager updated.

(3) The Commissioner of General Services, or his designee (the "Commissioner"), on a case-by-case basis, may, either temporarily or permanently, waive the requirements of this clause, in whole or in part, if they determine in writing that background checks and suitability determinations are not necessary at a specific location, or for a specific individual, in order to protect the State's interests.

Background Check

(1) The Contractor is responsible, at its own expense, for completing background checks and making suitability determinations on its employees prior to the employee beginning on-site work. Compliance with the requirement for performing a background check and making a suitability determination shall not be construed as providing a contractor employee clearance to secured areas. Contractors are required to maintain records of background checks and suitability determinations for the term of the contract, and to make them available to the State when requested.

(2) At a minimum, the background check and suitability determination must include an evaluation of:

(i) Verification that the individual is not listed on a national watched person database. The following link has information about a data available. http://www.treas.gov/offices/enforcement/ofac/sdn/index.html. The following link has a PDF file of a list of SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS http://www.treas.gov/offices/ enforcement/ofac/sdn/t11sdn.pdf;

(ii) Criminal History checks (using a national database that contains criminal histories and supplement this search by checks of NYS Office of Court Administration and comparable searches of states where the person has lived, worked or attended school during the past 5 years) Or by obtaining the record of convictions from NYSOCA directly and from their equivalents from other states where the person might have lived, worked or attended school during the last 5 years;

(iii) DMV driving records;
(iv) Social Security Number trace;
(v) Verification of U.S. citizenship or legal resident status; and
(vi) Residence (past 3 years) (should be requested on employment application to compare against data from DMV license and other searches for verification);

Background Check Guidelines

(1) In making a suitability determination, the contractor shall consider the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk to the State:
(i) Any loyalty or terrorism issue;
(ii) Patterns of conduct (e.g., alcoholism/drug addiction, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct);
(iii) Dishonorable military discharge;
(iv) Felony and misdemeanor offenses;
(v) Drug manufacturing/trafficking/sale;
(vi) Major honesty issue (e.g., extortion, armed robbery, embezzlement, perjury);
(vii) Criminal sexual misconduct;
(viii) Serious violent behavior (e.g., rape, aggravated assault, arson, child abuse, manslaughter);
(ix) Illegal use of firearms/explosives; and
(x) Employment related misconduct involving dishonesty, criminal or violent behavior.

(2) The contractor shall evaluate any adverse information about an individual by considering the following factors before making a suitability determination:
(i) The nature, extent and seriousness of the conduct;
(ii) The circumstances surrounding the conduct;
(iii) The frequency and recency of the conduct;
(iv) The individual's age and maturity at the time of the conduct;
(v) The presence or absence of rehabilitation and other pertinent behavior changes;
(vi) The potential for pressure, coercion, exploitation, or duress;
(vii) The likelihood of continuation of the conduct.
(viii) How, and if, the conduct bears upon potential job responsibilities; and
(ix) The employee's employment history before and after the conduct.

Each suitability determination should be documented in a narrative. If negative items are mitigated by subsequent passage of time or completion of substance abuse programs this rationale should be included in the narrative. A negative suitability determination must be supported by a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the employee from a State site.

Employee Removal.

Whenever a contractor becomes aware that any employee working at an on-site location under an OGS contract becomes an unacceptable risk to the State; the contractor shall immediately remove that employee from the site, notify the Commissioner that such a removal has taken place, and replace them with a qualified substitute. If the approval of the Commissioner was initially required for the removed employee, Commissioner approval is required for the replacement employee.

Commissioner Notification

Prior to commencement of on-site contract performance, the contractor shall notify the Commissioner that the background checks and suitability determinations required by this clause have been completed for affected individuals.

Exhibit B
Itemized Building Services

Building System Controls

Custodial

Emergency Generator

Elevator

Fire Alarm

HVAC

Integrated Pest Management

Perimeter Access Control
(Visitor Access, Employee Access, CCTV, Intrusion Sensors)

Refuse/Recycling

Window Cleaning

Grounds

Snow Management
(Including Off-Site Hauling)

Exhibit B-1

This exhibit includes maintenance and repairs of the following building Systems:

- Building System Controls
- Emergency Generator
- Fire Alarm
- HVAC
- Perimeter Access Control
- Window Cleaning – Equipment Maintenance and Repairs

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Building Systems Maintenance and Repairs

1.0 Overview

1.01 Background

OGS is seeking an Integrated Facility Management (IFM) Contractor(s) to enter into a five year contractual agreement, to provide full service professional building and grounds operation, maintenance, and management services. A total of six (6) Facilities are combined into two (2) groups as detailed in the charts below.

LOT 1

Facility Name	Address	City	Zip Code	Gross Building Area (Sq ft)	Total Rentable Area (Sq ft)
44 Holland Ave	44 Holland Ave.	Albany	12229	286,399	279,772
50 Wolf Road	50 Wolf Road	Colonie	12205	390,760	374,030
625 Broadway	625 Broadway	Albany	12233	469,109	413,577
Ten Eyck	40 North Pearl St.	Albany	12242	341,992	289,747

LOT 2

Facility Name	Address	City	Zip Code	Gross Building Area (Sq ft)	Total Rentable Area (Sq ft)
328 State Street	328 State Street	Schenectady	12305	116,566	110,874
Hampton Plaza	38-40 State St.	Albany	12207	102,095	80,142

1.02 Sub-Contracted Services

The Building System Controls, Emergency Generator, Fire Alarm, HVAC, Perimeter Access Control, and Window Cleaning – Equipment Maintenance and Repairs. Contractor will contract directly with the IFM Contractor as a Sub-Contractor. Bids contained herein shall be used to value services and ultimately for payment purposes. Known equipment associated with this service is listed in Exhibit B-7 – Building Asset and Equipment Inventory.

1.03 Examination of Existing Building and Contract Documents

Prior to entering into contract, Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the OGS as an excuse for any failure or omission on the part of the contractor to fulfill every detail of all the requirements of the documents governing the work. Contractor will not be allowed any extra compensation by reason of any matter or thing concerning which such contractor might have fully informed itself prior to bidding.

1.04 Definition of Terms

References herein this solicitation or in Appendices and Exhibits hereto to;

1. “State” referred to herein this exhibit shall be understood to mean the State of New York, the New York State Office of General Services, New York State Office of the Fire Prevention and Control, or the State of New York Office of the State Comptroller.
2. OGS” referred to herein this exhibit shall be understood to mean the New York State Office of General Service’s Commissioner or his/her designated representative.

3. “IFM Contractor” referred to herein this exhibit shall be understood to mean the successful bidder who is awarded a contract by the State of New York resulting from this solicitation whereby the State is seeking an Integrated Facilities Management contractor.
4. “Facility Manager” referred to herein this exhibit shall be understood to the mean the IFM Contractor’s representative.
5. “Contractor” referred to herein this exhibit shall be understood to mean the specific sub-contractor providing such services referenced herein.

1.05 Security Procedures

Each Facility has security policies which must be followed. Contractor will work with the OGS and/or the Facility Manager to obtain necessary clearances. Contractor may be required to provide information such as, but not limited to; the company name, the employee’s name (as it appears on ID), valid driver license number, vehicle make, model and license plate, etc.

2.0 Equipment to Be Maintained

2.01 General Requirements

The Contractor shall be responsible for all components not specifically listed that are supplemental to and a part of the operation of the overall system(s). Prospective Contractors shall personally verify all equipment listed prior to bidding.

2.02 List of Building Assets & Equipment

Exhibit 13 – Building Asset & Equipment Inventory located in this solicitation document, is a listing of all known major systems, system components, and equipment. This list is provided for bidder’s information only to assist bidder in scoping and pricing their work. It is understood that the list is neither all inclusive nor completely accurate.

3.0 Statement of Work

3.01 General

Contractor’s bid shall include complete maintenance and minor repairs, in every respect. Details of service not explicitly stated in this document but necessarily attendant thereto, is deemed understood by the Contractor and included herein. The Contractor shall furnish all labor, material and equipment necessary to perform maintenance and repair services in accordance with the manufacturer’s written recommendations, latest applicable adopted editions, including supplements, of applicable codes, standards, etc.

All work under this contract shall be performed by skilled, competent, technicians directly employed and/or supervised by the Contractor. All technicians shall have a minimum of three years of experience. Sufficient personnel shall be assigned to complete maintenance in a timely manner. Within thirty (30) calendar days after award of this solicitation document, the Contractor shall furnish the Facility Manager a detailed schedule indicating how and when the Contractor plans to accomplish all required pre-maintenance repairs (if applicable) and/or unless the Facility Manager specifies sooner, the Contractor shall furnish a detailed schedule of the preventative maintenance for the first contract year. During the term of the contract, annual updates to the detailed schedule (if applicable) shall be provided to the Facility Manager by the Contractor. Cost for pre-maintenance repairs shall be included in the Contractor’s original bid.

Contractor is completely responsible for their work, including any damages or breakdowns caused by the failure to take appropriate action.

3.02 Scope

The Contractor shall furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance services, including all inspections, adjustments, tests, parts replacement, and repairs necessary to keep the system(s) as originally specified by the equipment manufacturer or most

recent upgrade specifications. All material and equipment furnished shall be new and in excellent working condition. All maintenance, adjustments, and repairs shall be in compliance with the equipment manufacturer's written recommendations latest applicable adopted editions, including supplements, of applicable codes, standards, etc.

The Contractor shall give immediate notice to the Facility Manager of any apparent damage to the equipment. The Contractor shall notify the Facility Manager, verbally on the day of discovery, and shall follow-up in writing no later than three (3) days thereof, informing of the existence or development of any defects in, or repairs required to, the equipment which the Contractor does not consider to be its responsibility under the terms of the contract. Failure to do so will render the Contractor responsible for those repairs at no additional cost to the Facility Manager. The Contractor shall furnish the Facility Manager with a written estimate of the cost to correct the defects or make the required repairs. The Contractor's estimate shall be itemized into labor and material costs. The OGS/Facility Manager reserves the right to make final decision concerning the responsibility for such corrections or repairs. In those instances when the OGS/Facility Manager determines that the OGS/Facility Manager is responsible for such corrections or repairs, the OGS may enter into negotiations with the Contractor to affect the repairs. If the OGS, the Facility Manager, and Contractor reach agreement over the price and conduct of the repair, the OGS will issue an Authorization Letter that will fund the repair and serve as the Contractor's notice to proceed. However, the OGS/Facility Manager reserves the right to solicit offers from, and have corrections or repairs made by, other sources.

3.03 Work Scheduling

The Contractor shall instruct his/her personnel that anytime work is to be performed under this contract, that they shall coordinate all activities with the Facility Manager prior to arriving at the Facility, to ensure the equipment is available and access to the Facility can be granted. Also, when arriving at the Facility, all Contract personnel shall report to the Facility Manager in such a manner as pre-determined by the Facility Manager, and when exiting the facility, Contractor shall again notify the Facility Manager.

3.04 Overtime

During the term of the contract, the Facility Manager may authorize the Contractor to use overtime in order to expedite major repairs. This authorization will be granted only in those instances where the Facility Manager has made a determination that such action is in the overall best interest of the State. When this authority is granted, the Contractor shall pay its employees at a minimum, the overtime-hourly rate required by the New York State prevailing wage rate schedules or applicable Living Wage rate, and the State will reimburse Contractor for the difference between the regular hourly rate and the overtime-hourly rate.

3.05 Equipment, Wiring, and Circuit Changes

The Contractor shall not make changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, and may not alter the original circuit or wiring design of the system(s) unless authorized in writing by the Facility Manager. The Contractor shall submit any such proposed change to the Facility Manager for approval, and shall include complete legible drawings and wiring diagrams, as well as a complete description of the proposed change. Prior to submitting the proposed change, the Contractor shall, at its own cost and expense, obtain comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, the Contractor shall provide the Facility Manager with three exact copies of as-built drawings of the modifications including a complete description of the changes.

3.06 Callback Service

The Contractor shall provide 24-hour-a-day, 7 days-a-week, callback service, as part of the monthly maintenance fee and at no added cost to the Facility Manager. The Contractor may only bill for callback service if the work performed is not the responsibility of the Contractor (e.g. repairs for vandalism, fire, acts of God, negligence by the State, or other unusual circumstances). In the event of callback service, a technician will report to the site of the call when requested by the Facility Manager or those persons designated by the OGS, within one (1) hour after receipt of request.

For each service call, the Contractor shall provide to the Facility Manager, a copy of the work ticket(s) along with supporting documentation that contains the following minimum information:

(a) Name and address of the Contractor

(b) Name of the Contractor's employee in charge of the work

(c) Name of the Contractor's employee(s) performing the work.

(d) Date(s) work performed and work hours expended.

(e) Brief description of work performed/corrective action including equipment identification.

(f) Signature and name of the Contractor's employee authorized to sign for the Contractor and attest to the necessity and completeness of the work, and the accuracy of the invoice.

The format and medium (hard copy or electronic) of such work ticket and supporting documentation must be approved by the Facility Manager in advance of the first submittal.

In the event of emergency callbacks during other than normal working hours necessitating the payment by the Contractor of premium or overtime wages, the Contractor shall pay its employees at a minimum, the overtime-hourly rate required by the New York State prevailing wage rate schedules or applicable Living Wage Rate, and the Facility Manager, upon receipt of properly documented bills, will certify for payment the actual amount for the premium portion of the wages. This emergency callback service is limited to health and safety type service. The Facility Manager will provide the Contractor with a list of individuals who are authorized to call for emergency services. This list will be updated as required. The Contractor shall provide the Facility Manager the names and telephone numbers (home, cellular, and office) of the persons to be contacted for emergency services.

3.07 Minimum Preventive Maintenance Requirements

1. The Contractor shall perform the necessary preventive maintenance required for safe and reliable operation, as specified by the manufacturer and applicable codes, rules and/or regulations. The preventive maintenance shall be performed timely and scheduled according to timeframes set by the manufacture's recommendations. If specific equipment covered by this contract requires additional preventive maintenance, the Contractor shall perform the required preventive maintenance without additional cost to the Facility Manager. Preventive Maintenance is defined as regularly scheduled work on the system/equipment that the Contractor shall complete, to accomplish the following:
   (a) Ensure their safe, reliable, and continued operations,

   (b) Prevent breakdowns due to worn part(s),

   (c) Maintain system/equipment above the point where deterioration begins.
2. Acceptable performance will be based on the following criteria:
   (a) Completion of the scheduled preventative maintenance as specified by the manufacture's recommendations and applicable codes, rules and/or regulations,

   (b) Completion of work check charts for each system/equipment components,

   (c) All work required as a result of maintenance deficiencies noted as a result of State testing/inspections shall be complete within 30 working days of testing/inspection date. Within 3 working days of said test/inspection, Contractor shall provide the Facility Manager a schedule which includes but is not limited to; outlining the required scope of work and start and completion dates for the work.

   (d) A level or decreasing trend in service calls/trouble calls. An increased frequency in service calls/trouble calls is not considered acceptable performance unless they occur by no fault of the Contractor such as acts of god or vandalism. A service call/trouble call is defined as a report of a malfunction made by the Facility Manager or designee and the Contractor's subsequent response to, and correction of, the problem. In addition, performance shall be

unacceptable if the Contractor fails to repair or correct deficiencies reported to the Contractor and for which the Contractor is responsible.

3. Prior to removing the system/equipment from service, the technician shall coordinate the removal with the Facility Manager.

4. The system/equipment put out of service shall be pre-approved by the Facility Manager. The time of day and the expected duration that the system/equipment can be shut down for routine maintenance shall be scheduled with the Facility Manager to minimize the disruption caused by the shutdown.

3.08 Reporting Requirements

1. **Maintenance Control Plan (MCP):** Within fourteen (14) calendar days of contract award of this solicitation, the Contractor shall prepare and submit an approvable Maintenance Control Plan, supported by written manufacturer's documentation and applicable codes, rules and/or regulations, to the Facility Manager for review and approval. The approved MCP shall include but not be limited to the following;

   (a) The Contractor's approved MCP must include the number of preventative maintenance hours (including minor repairs) per month,

   (b) The MCP must reflect the 12-month contract year cycle, beginning upon contract award,

   (c) The MCP must articulate all required work in such a format that the Facility Manager and/or any lay person (a non-industry expert) can understand the required tasks and be able to monitor whether or not the required tasks are being performed at the required intervals and to the required specifications.

2. **Building Logs:** The Contractor's technicians, helpers and their associated personnel shall sign the building logs in accordance with the Facility Manager's procedures and guidelines. Failure to sign in/out, whether intentional or not, may be understood to mean that services were not performed.

3. **Building System/Equipment Records**: Contractor shall keep and maintain a hard copy service record for each system showing all preventative maintenance, repairs and all callback service performed. The service record(s) shall be kept with the Facility Manager and shall indicate;

   (a) Site location,

   (b) Date and time (in work hours) required to perform the work,

   (c) List all repairs and replacements performed.

   The service record format and information provided shall be pre-approved by the Facility Manager.

4. **Monthly Report(s):** Contractor will submit to the Facility Manager an electronic report whose format has been previously approved by the Facility Manager, once per month, for each building system which outlines the following;

   (a) Site location,

   (b) Date and time (in work hours) required to perform the work including arrival and departure times,

   (c) Type of work performed (preventative maintenance, repair, callback service, other),

   (d) Description of work performed,

   (e) In the case of callback service; provide a description of the callback and corrective action taken,

   (f) List of all materials used,

(g) List of all work scheduled to be performed, but that was not completed during the specified time frame.

The monthly report format and information provided shall be pre-approved by the Facility Manager. In addition, upon request the Contractor shall provide for review, written manufacturer recommendations for preventive maintenance and the latest adopted editions of applicable codes, rules and/or regulations.

3.09 Safety Inspections and Tests

The Contractor shall perform all safety inspections and test that are required by applicable codes, rules and/or regulations. The results shall be submitted monthly to the Facility Manager along with the Preventative Maintenance Schedule (PMS) reports.

The Contractor shall provide all needed equipment to perform the tests at no additional cost to the Facility Manager. The Contractor shall provide an adequate quantity of qualified technicians familiar with the equipment to perform tests at no additional cost to the Facility Manager. The Contractor shall furnish test and condition reports after each test. After tests have been performed, all affected systems, etc. shall be checked and adjusted as required to meet manufacturer's recommendations. ***Systems shall not be placed in service until all tests, checks and adjustments are completed and the system(s) are in proper working condition.*** The Contractor will not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of negligence by the Contractor. Failure to follow correct procedures to prevent damages and failure to perform pretest examination shall be considered negligence by the Contractor.

3.10 Maintenance Services

Except for callback service, the Contractor shall perform all work during regular work hours of regular working days or as approved by the Facility Manager. The time of day each system is to be shut down for routine maintenance will be scheduled with the Facility Manager to minimize disruption. The Contractor shall record, in a log maintained by the Facility Manager, the actual arrival and departure times each day they are in the building. The Facility Manager will maintain a list of any non-emergency maintenance items and provide this list to the Contractor for corrective action.

3.11 Spare Parts

The Contractor shall provide all replacement parts of every description. All replacement parts shall be new as specified by the original manufacturer or new after-market parts that are accepted by the industry as equal or better. In any instance where replacement parts specified by the original equipment manufacturer or after-market part of equal or better quality are no longer available, an "equal" item may be acceptable, provided advance written approval of an item is obtained from the Facility Manager. The Contractor shall evaluate each specific installation to determine the spare parts inventory needed to be maintained on site in order to prevent downtime for spare parts procurement. The Contractor shall have and maintain on hand locally, a supply of spare parts sufficient for the full maintenance and expedient emergency repairs. Extenuating circumstances shall be documented by at least two vendors for unavailability of parts. At the Facility, the Contractor shall provide sufficient metal storage cabinet space for spare parts storage and metal containers for storage of waste and other flammable materials. An adequate supply of tools to make repairs without any undue delay shall also be maintained. The Contractor shall provide a lock to keep the contents of the metal storage cabinet secure and a key for the lock shall be provided to the Facility Manager.

3.12 Housekeeping

1. The Contractor's work site will be kept free of dust, dirt, grease, oil, and foreign debris to the extent possible as to not pose a safety or operational hazard.
2. The Contractor shall keep all Material Safety Data Sheets (MSDS) on file with the Facility Manager, or designee, for all commonly used products and shall provide the 1-800 telephone numbers for all products.

3. The Contractor will use reasonable care to minimize the generation of waste, and will properly dispose of all waste it does generate. The Contractor must follow environmentally safe practices when disposing of any waste.
4. The Contractor will use reasonable care to minimize risk its work poses to the environment, the customers, the general public and the contract employees.
5. The Contractor shall immediately notify the Facility Manager in writing of any indication of underground oil seepage which may be attributed to Contractor's work.

3.13 Contractor Close-Out Inspection (If Required)

Sixty (60) days prior to the expiration of the contract, the Contractor and the Facility Manager, or designee, will make a complete examination of the building system/equipment covered under the contract. The Contractor shall coordinate and schedule the examination with the Facility Manager. The Facility Manager shall determine if such an examination is warranted. The Facility Manager or designee will prepare an Existing Deficiency Report listing all deficiencies noted during the examination. The Contractor shall correct all deficiencies, as required by this contract, prior to the expiration of the.

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Exhibit B-2

Custodial Services

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Custodial Services

1.0 Overview

1.01 Background

OGS is seeking an Integrated Facility Management (IFM) Contractor(s) to enter into a five year contractual agreement, to provide full service professional building and grounds operation, maintenance, and management services. A total of six (6) Facilities are combined into two (2) groups as detailed in the charts below.

The building "Total Rentable Area", "Total Cleanable Area", "Net Rentable Occupied Area", and "Net Area To Be Cleaned" is listed in the chart below. The price bid herein shall be representative of a fully occupied Building or Total Building Rentable Area. Bidder recognizes that during the contract term, Building occupancy rates may vary and as a result, the monthly payments may vary proportionally to Net Rentable Occupied Area. As applicable, based upon present Net Rentable Occupied Area, the following formula shall be used to reduce the monthly bid prices for payment purposes;

$$\text{Monthly Reduction} = \frac{\text{Total Building Rentable Area - Net Rentable Occupied Area}}{\text{Total Building Rentable Area}} \times 100$$

LOT 1

Location / Building	Total Building Rentable Area (sf)	Total Cleanable Area (sf)	Net Rentable Occupied Area (sf)	Net Area To Be Cleaned (sf)
44 Holland Avenue, Albany	279,772	249,369	279,772	249,369
50 Wolf Road, Colonie	374,030	349,177	324,030	319,900
625 Broadway, Albany	413,577	383,762	413,577	383,762
40 North Pearl Street (Ten Eyck SOB), Albany	289,747	256,267	289,267	256,267

LOT 2

Location / Building	Total Building Rentable Area (sf)	Total Cleanable Area (sf)	Net Rentable Occupied Area (sf)	Net Area To Be Cleaned (sf)
38-40 State Street (Hampton Plaza), Albany	80,142	74,287	80,142	74,287
328 State Street, Schenectady	110,874	111,700	110,874	111,700

1.02 Custodial Services

The Custodial Contractor will contract directly with the IFM Contractor as a Sub-Contractor. Bids contained herein shall be used to value services and ultimately for payment purposes. Known equipment associated with this service is listed in Exhibit B-7 – Building Asset and Equipment Inventory.

Note To Bidder: *Custodial services for the Ten Eyck Building only, is contracted directly between the OGS and the New York State Industry's for the Disabled (NYSID). IFM Contactor will manage the services and performance thereof, will review payment requisitions, and will make payment recommendations to the OGS. Payments will be made directly through the OGS and will not be part of the IFM Contractor's operating budget.*

1.03 Definition of Terms

References herein this solicitation or in Appendices and Exhibits hereto to;

1. "State" referred to herein this exhibit shall be understood to mean the State of New York, the New York State Office of General Services, New York State Office of the Fire Prevention and Control, or the State of New York Office of the State Comptroller.
2. OGS" referred to herein this exhibit shall be understood to mean the New York State Office of General Service's Commissioner or his/her designated representative.
3. "IFM Contractor" referred to herein this exhibit shall be understood to mean the successful bidder who is awarded a contract by the State of New York resulting from this solicitation whereby the State is seeking an Integrated Facilities Management contractor.
4. "Facility Manager" referred to herein this exhibit shall be understood to the mean the IFM Contractor's representative.
5. "Contractor" referred to herein this exhibit shall be understood to mean the specific sub-contractor providing such services referenced herein.

1.04 Security Procedures

Each Facility has security policies which must be followed. Contractor will work with the OGS and/or the Facility Manager to obtain necessary clearances. Contractor may be required to provide information such as, but not limited to; the company name, the employee's name (as it appears on ID), valid driver license number, vehicle make, model and license plate, etc.

2.0 Statement of Work for Custodial Services

Typical of New York State Office of General Services, Office Buildings:

The Contractor shall provide (furnish and install) all labor, materials (except as noted herein), supplies, and equipment consistent with applicable health and safety codes, rules, and regulations necessary for the performance of all custodial work associated with this contract including but not limited to: all restroom and other incidental supplies such as; toilet paper, paper towels, sanitary napkins insuring that vending machines are fully stocked each day, receptacle plastic trash liners, hand soap/sanitizers for all dispensers, gondolas and/or trash receptacles for transporting trash. In addition, the interior and exterior of all equipment/trash receptacles shall be cleaned daily. Details of service not explicitly stated in these specifications, but necessarily attendant thereto are deemed to be understood by the Contractor and included herein.

The total net area to be cleaned for each of the following buildings is listed in the chart(s) above:

2.01 Scope of Work:

The contract consists of the categories of work as described below:

1) Schedule A - Daytime cleaning; Custodial services performed during normal building operating hours,
2) Schedule A - Nighttime cleaning; Custodial services performed after normal building operating hours.
3) On-Call Services,
4) Snow Control Requirements,
5) Emergency cleaning services and,

Schedule A – Daytime Cleaning:

Contractor shall provide custodial services as depicted in Schedule A – OGS Standard Custodial Requirements during the facility normal business operating hours. Contractor must designate a supervisor that will be available at all times during this period. Although nearly all of Schedule A

work is expected to be performed during normal business operating hours, the OGS recognizes that it may be more prudent or due to extenuating circumstances, to perform some elements of the Schedule A work after normal business operating hours. These elements of work shall be pre-approved by the Facility Manager and shall be considered Schedule A - Nighttime Cleaning services.

Schedule A - Nighttime Cleaning:

Refer to Schedule A – Daytime Cleaning above. In the event areas are required to be cleaned during a night shift, Contractor must designate a supervisor that will be available at all times during this period. Also, Contractor shall ensure all doors utilized during the course of the work have been secured before vacating the building each work night. Contractor shall ensure that lights are switched off in each area of the building as the work is completed.

On-Call Services:

The Contractor must designate at least one custodial staff person who will respond when requested to the Facility Manager during normal facility operating hours to provide a variety of custodial services. The individual(s) must be Resident on site, must carry a pager and or cell phone or Nextel phone provided at the contractor's expense and must report to the Facility Manager for emergency situations or calls within fifteen (15) minutes of being called. These individuals will take direction from the Facility Manager as needed. The duties shall include, but not be limited to:

1) Cleaning up spills, accidents, etc.,
2) Replacing tissue and paper products as needed,
3) Spot cleaning; glass, floors, and entrance ways,
4) Possibly shoveling snow and other tasks as daily operations require,
5) Deliver and retrieve gondolas for rubbish / recycle as needed,
6) Empty trash,
7) Ensure all nighttime cleaning was performed correctly and correct deficiencies.

Snow Control Requirements:

Contractor shall provide snow and ice removal services at building entrances keeping the walkways clear from the building entrance to the sidewalk. Specific areas shall be as directed by the Facility Manager. These services shall be provided as needed during normal business operating hours and all such areas shall be cleared prior to the opening of the next business day. Contractor shall provide all labor, tools (shovels, etc.) and equipment (snow blower, etc.) as needed. Snow/Ice melting materials such as; salt, calcium/potassium chloride, etc. shall be furnished by the Facility and applied by the Contractor. Snow/ice removal services shall not in any way interfere with the normal day-to-day custodial requirements. Contractor shall provide additional staff for snow/ice removal as needed. Contractor shall be compensated for these services described herein under Contractor’s base bid services and included in Contractor’s monthly payment.

Emergency Cleaning Services:

Contractor shall be available to provide emergency cleaning services to include but not be limited to; fire, flood, smoke, and any other type of unforeseen emergency as determined by the Facility Manager. Contractor’s employees shall have all required training and/or certifications to properly address emergency services. Contractor’s approach to address Emergency cleaning services shall be defined in the Contractor’s “plan of operation” submitted with Contractor’s response to this solicitation. Contractor shall be compensated for emergency cleaning services as “additional services”. During an emergency, Contractor will be required to be onsite within one (1) hour after receiving the request from the Facility Manager with adequate staff to begin mitigating the emergency. This requirement is in effect 24/7/365 days per year.

2.02 Equipment Maintenance and Supply Inventory:

1) Any broken down or defective equipment must be repaired or replaced by the Contractor within twenty-four (24) hours of the occurrence.

2) The Contractor must maintain an inventory of required materials and supplies in stock at/or local to the Facility sufficient for thirty (30) days of routine operation.

3) Suitable space for the Contractor's use in storing supplies, materials, and equipment will be furnished within the Facility. This space will be designated to the prospective Contractors at the time of their mandatory site visit of the Facility.

2.03 Performance Standards:

The following performance standards must be strictly adhered to during the term of the contract resulting from this solicitation. These standards define expectations, detail cleaning requirements, and provide building information and particulars.

These standards are referred to as:

Schedule A:

1) List of required cleaning services comprised of routine tasks and frequencies. Schedule A services are considered base bid services. Contractor will be compensated in equal monthly payments based on 1/12th of Contractor's annual bid amount.

2) OGS Standard Cleaning Requirements: Are those requirements that are typical of all OGS buildings,

3) Building Specific Work / Frequency Modifications: Are those requirements that are unique to the building(s) referenced in this document and are intended to compliment the Standard Requirements and may be in addition to, but still considered base bid services.

Scheduling of Work:

1) Facility Manager shall approve Contractor's written specific plan of approach to performing all services prior to the start of such services. Contractor understands that at any time during the contract period, Contractor's schedule of services may need to be adjusted to accommodate facility and/or tenant requirements.

Trash and Recycling:

Contractor shall be required to service all areas of the building. All buildings typically contain the following three major areas:

1) Desk-Side Collection,

2) Central Designated Collection Areas, and

3) Common Areas/Pantries; these areas are generally used for bulk recyclables, waste, and cardboard. Cardboard boxes must be broken down.

Every employee will have two baskets at their desk, one labeled '3R's program or something similar and a second basket for waste. The Contractor is responsible for emptying the entire contents of each basket type into appropriate receptacles in order to maintain separation, and bringing these receptacles to the loading dock or an area designated by the Facility Manager. All waste receptacles must be lined with a clear plastic liner. The Contractor must provide the liners. Appropriate signage will be provided by the Facility Manager, but maintained by the contractor.

2.04 Sustainable Cleaning Requirements (updated 05/23/11)

Regulations

1) **Executive Order No. 4 --** Establishes a State Green Procurement and Agency Sustainability Program, which directs state agencies, public authorities and public benefit corporations to green their procurements and to implement sustainability initiatives. A copy of Executive Order No. 4 and the New York State Green Cleaning Guidelines are attached as an appendix hereto for easy reference.

2) **New York's Green Cleaning Law -** OGS issued Guidelines for all schools in New York State in **2010** and provides a website for use by institutions and the general public with a wealth of free information and tools to promote adoption of effective green cleaning practices, leading to healthier indoor environments. OGS has developed a list of selected cleaning and maintenance products for schools and state agencies/public authorities to purchase and use. Click here for New York's Green Cleaning website www.greencleaning.ny.gov

Green Cleaning Requirements

Contractor must be familiar with, implement, and maintain the cleaning of the buildings in conformance with New York's Green Cleaning Law, whereby the procurement and use of cleaning products must have properties that minimize potential impacts to human health and the environment and must work effectively. The List of Approved Products is available for the following five Product Categories for green cleaning:

1) Cleaning Products:
   - General Purpose Cleaners,
   - Glass Cleaners,
   - Bathroom Cleaners,
   - Carpet Cleaners,
   - Carpet Spot Removers and,
   - Toilet Bowl Cleaners.
2) Floor Finish,
3) Floor Finish Strippers,
4) Hand Soaps,
5) Vacuum Cleaners,
   - Vacuum Cleaners – should be selected from the OGS list of approved Vacuum Cleaners, requiring Carpet and Rug Institute (CRI) certification. See web link for product information https://greencleaning.ny.gov/Product/Default.aspx.

Contractor must select products in the above product categories from the OGS List of Approved Cleaning Products, See web link for product information:
https://greencleaning.ny.gov/Product/Default.aspx

Contractor is required to train their employees in a comprehensive "green cleaning" program. See web link for Online Training Program https://greencleaning.ny.gov/Training/login.aspx

General Requirements

1) Other cleaning chemicals **not** covered by the above five product categories on the OGS List of Approved Cleaning Products must be Green Seal or EcoLogo certified. See Green Seal and/or EcoLogo web sites for information on specific product categories.
2) OGS recognizes that certain circumstances (e.g. blood spills) and locations (e.g. food service, swimming pool areas, nursing offices, health centers, and child day care centers) may require special cleaning or sanitation practices that are prescribed by existing laws, regulations or professional guidance. New York's Green Cleaning Law does not supersede or change existing health, labor, education and environmental regulations and professional guidance related to cleaning and sanitation practices, and disposal of hazardous chemicals.
3) Paper Products
   - Paper Towels – products must meet one of the following three options: (Also, see Equipment category below on Hand Dryers.)
     - Green Seal GS-09 certification or Environmental Choice CCD-086 certification,
     - Contain a minimum of 40% post-consumer recycled content,
     - Chlorine Free Products Association certification.

- Toilet Tissue – products must meet one of the following three options:
  - Green Seal GS-01 or Environmental Choice CCD-082 certification,
  - Contain a minimum of 20% post-consumer recycled content,
  - Chlorine Free Products Association certification.

4) Plastic Trash Can Liners – must contain a minimum of 10% post-consumer recycled content and be sized properly to minimize excess material.

5) Reduce the buildings' Solid Waste Stream by requiring that cleaning staff attend an annual training on the 3 R's program and how to collect and sort recyclables and transport them to appropriate locations.

6) Equipment
   - Carpet Extraction Equipment – should be selected from products with CRI's Bronze Seal of approval, at a minimum,
   - Floor Burnishers – should have shrouds and active vacuum attachments,
   - Hand Dryers – voluntary, not mandatory. These may well be worth consideration given their environmental benefits and advances in drying effectiveness and efficiency.

7) Entrance matting - Reduces the need to clean by using an entrance matting system at all outside building entrances. Such entrance matting systems prevent, to the extent possible, soil and other contaminants from entering the facility. Effective entrance floor matting systems can remove significant quantities of dirt from foot traffic entering a facility. Matting protects floors by stopping moisture and dirt at the door, makes floors easier to clean, and makes floors safer by reducing slipping.

8) Disinfectants/Sanitizers – the OGS Guidelines and lists of approved products do not include disinfectants as a product category. However, any such products must be EPA and NYS registered. In addition, individuals using such products should be properly trained in their usage and use of appropriate clothing or eyewear. Label directions should be followed, such as the need to clean a surface before application and appropriate dwell time, and any rinsing step required.

9) The least aggressive, safest product that is effective for the cleaning task should be used. Contractor must maximize the use of environmentally preferable products and services. All products are subject to approval by the Facility Manager. Any changes in product use by the Contractor (from the original proposed product lists) must be reviewed and cleared by the Facility Manager.

10) As part of the proposal submittal in response to this RFP, the contractor should submit a detailed plan for meeting the above Sustainable Cleaning/Green Cleaning Requirements. The plan should include, where appropriate, "green" products, equipment and methodologies for application and use within the Facility.

2.05 Material Safety Data Sheets (MSDS)

Within ten (10) calendar days post-award of an executed contract resulting from this solicitation, the Contractor shall provide a written list and associated MSDS Sheets of all chemicals to be used at the Facility. Two copies will be required, one will be held by the Contractor and one will be provided to the respective building manager's office at each location. This chemical list/inventory shall be updated and provided to the Facility Manager monthly.

2.06 Evaluation and Rating of the Custodial Program Inspection

Each week the Building(s) will be inspected by the Facility Manager or his/her designated contact and possibly a tenant representative(s). The inspections may take place at any time of day and with or without the accompaniment of the Contractor's representative, at the State's option. The results of the custodial program will be evaluated and rated using the "Custodial Services Performance Evaluation" sample form attached hereto.

The inspection, evaluation, and rating performed weekly as described herein shall be cumulative to total a monthly score. This will be done by treating each weekly rating as 20% or 25% of the monthly score, as appropriate, and at the end of the month, the weekly scores will be added together and this total divided by four (or five) to equal the month's score.

The minimum acceptable score for each building will be 90%. If the score evaluated during any monthly inspection for any building falls below 90%, the Contractor will be required to take the necessary actions to correct the deficiencies indicated and bring the score up to a level of 90% or better **before the next inspection**.

If the Contractor fails to correct noted deficiencies; Contractor shall be subject to a review of its performance. In addition to the aforementioned requirements, any item rated UNSATISFACTORY (U) on the "Janitorial Services Performance Evaluation" form will be subject to immediate review with the Facility Manager and the Contractor's representative to effect corrective measures. Any item rated UNSATISFACTORY (U) for more than two (2) consecutive weekly inspection periods will receive double the weighting on scoring. Upon failure by the Contractor to correct any aforementioned deficiencies by the third inspection, the Commissioner may exercise his right to terminate the contract either in whole or in part. The Contractor will be furnished a copy of each evaluation and rating of the custodial program by the Facility Manager for each inspection.

- Whenever the ratings of the custodial program falls below ninety percent (90%) for the same building for two (2) consecutive months on the "Janitorial Services Performance Evaluation" form, the Contractor shall be liable for and the State may deduct, as liquidated damages, from the monthly payments specified in the contract, starting with the second month of below 90% evaluation, a sum equal to one percent (1%) of such monthly payment for the subject building for each percentage point below one hundred percent (100%) by which the Contractor remains deficient. While 90% is the level of performance that the State of New York will take action against the Contractor, the State does expect a higher level of quality. NOTE: The Contractor shall be evaluated only on those tasks specified to be performed.
- Whenever the ratings of the custodial program falls below ninety percent (90%) for the same building for three (3) consecutive months, the State may terminate the contract, at his or her option.

Should the Contractor dispute the rating given, the Contractor shall in the first instance, within ten (10) calendar days of receiving written notice of the rating, request a meeting to discuss said rating with the Facility Manager. The Contractor shall be afforded a reasonable opportunity to be heard and to offer evidence in support of this appeal. The Facility Manager shall provide a written decision within fifteen (15) calendar days of the above meeting. The decision of the Facility Manager shall be final.

2.07 Minimum Hours and Liquidated Damages

Contractor's employees must punch in and out on a "time clock" as directed by the Facility Manager. Cards shall not be removed unless the Facility Manager gives permission. Failure to punch in and out whether intentional or not, may at the discretion of OGS, be understood to mean that service was not performed.

Should the Contractor fail to supply the minimum number of worker hours for any Building during a weekly period, as enumerated in terms detailed under the accepted PLAN OF OPERATION, Contractor may be assessed liquidated damages against the amount invoiced for the subject building for the respective month. As the parties acknowledge that the State's damages resulting from such a deficiency in work hours would be difficult to calculate, they agree that liquidated damages should be assessed according to the following criteria:

1. If a worker arrives late on any given day, that worker can work up to one hour late on that day to make up for the "lost" time,

2. No liquidated damages will be charged for those days that the Contractor works at least 95% of the required daily hours, and the total hours worked for the week exceeds the required weekly hours,
3. If Contractor's actual daily/weekly worker hours performed are less than the parameters outlined in items 1 and 2 above, the Contractor will be assessed liquidated damages at two times the Hourly Wage times the total number of deficient worker hours based on the total worker hours defined in the Contractor's Plan of Operation.
4. The total number of actual hours worked will be determined from the "time clock" records. The contractor must provide weekly hours as defined in the approved Plan of Operation. The minimum number of daily hours is calculated by dividing the minimum number of weekly hours as stated herein, by the number of working days per calendar week. It is advised that the Contractor include additional staff on the Contractor's approved roster in order to insure that the minimum daily work hours are provided. Please note supervision hours bid, will also form a "supervisor base hour" and any deficiency in daily/weekly hours as defined above is also subject to liquidated damages.

2.08 Schedule A – OGS Standard & Building Specific Cleaning Requirements
(Refer to following pages)

Schedule A – OGS Standard Cleaning Requirements (updated 02/14/2013)		
Item	**Freq.**	**Scope & Standard**
Building Entrances **Note** – Entrances include all main floor entrances, street level, sub-level(s), garage, and entrances particular to the building.	Daily	**Doors**- Damp wipe fingerprints, smears, smudges, etc. from all entrance doors, and frames (inside and out). **Floors** – Dust mop, sweep, or vacuum entire floor areas. Machine scrub floors and hand wet mop all areas that cannot be machine scrubbed. Thoroughly vacuum/mop all entrance matting or carpets as appropriate. **Displays, Directories, Furniture, Pictures, etc** must be dusted, cleaned, or washed as needed. Clean all telephone booths and fixtures. Clean benches and/or other furnishings. **Trash** – Remove all trash. Cans are to be lined with new/unused plastic liners. Empty and thoroughly wash any cigarette butt containers. **Walls** – Spot clean all wall areas as needed. Walls should be free of smudges, finger prints, marks, tape residue, etc. **Security Console/Visitor Management Station** Remove all smudges, fingerprints, etc.
	Monthly	**Floor Buffing** – Spray Buff all floors with a solution of water and floor finish, commercially prepared. (**NOTE:** Floors should be dusted & wet mopped prior to buffing and dust mopped after buffing) **Trash –** Cans to be cleaned in and out and odor free.
	Quarterly	**Entrance Mats -** Shampoo and or pressure wash all entrance mats.
	Once Every 2-Years	**Walls, Metal Trim, Doors, etc.** Completely wash both sides of all exterior entrances and vestibules, glass, frames, handrails, stair treads and risers, handicapped ramps, and doors including all glass. Wash all Entrance areas walls. Schedule of service to be determined by the Facility Manager.
Office Cleaning	Weekly	**Dusting** - Thoroughly Dust all horizontal surfaces, Picture frames, partitions, wall clocks, etc. All surfaces are to be kept free of dust. **Walls** – Spot clean walls to remove marks, spills, etc.
Walls	Annually	Wash all walls in all corridors, and elevator lobbies.
Drinking Fountains	Daily	Sanitize and polish inside and outside of all drinking fountains thoroughly.
	As Needed	Plunge drinking fountain drains. If unsuccessful, immediately contact the Facility Manager.

Schedule A – OGS Standard Cleaning Requirements (updated 02/14/2013)		
Item	**Freq.**	**Scope & Standard**
Floors: 4) Office Area, Public & Common Areas or Corridors, Floor by Floor Lobbies	Daily	**Resilient Tile or Hard Surfaces –** Spot dust and damp mop as needed. **Carpet** - Spot clean and vacuum as needed.
	Weekly	**Resilient Tile or Hard Surfaces -** Dust mop, sweep, or vacuum entire floor areas. Machine scrub floors and hand wet mop all areas that cannot be machine scrubbed. **Carpet -** Vacuum all areas.
	Monthly	**Resilient Tile or Hard Surfaces -** Spray Buff all floors with a solution of water and floor finish, commercially prepared. (**NOTE:** Floors should be dusted & wet mopped prior to buffing and dust mopped after buffing) Thorough dusting of all horizontal surfaces, doors and frames, fire extinguishers telephones, bulletin boards, elevator doors, etc
	Annually	**Resilient Tile / Hard Surfaces** Strip and refinish floors with synthetic, metal, interlocked non-slip material with minimum **21%** solids. **Apply a minimum of 3 coats of High Quality Floor finish**. **Building Manager to approve Products**. Task includes labor to move landscape partitions, chairs, desks, file cabinets, etc. **Carpeted** Apply Pre spot/ Traffic spotter on all stains and/or heavy traffic areas. Shampoo all carpeted areas. Task includes labor to move landscape partitions, chairs, desks, file cabinets, etc. (NOTE: Acceptable shampoo methods DO NOT INCLUDE, Bonnet Type in itself without some accompanying wet extraction).
	As Needed	**Hand Sanitizer Dispensers** Refill all hand sanitizer dispensers as needed.
Elevators / Escalators	Daily	**Elevators** Thoroughly clean elevator car interiors walls, handrails, any glass, and elevator doors using only products recommended by the elevator manufacture or approved equal by the Facility Manager. Damp wipe floor indicators, wall surfaces, and wall hung fixtures. Sweep, wash, or vacuum floors including edges and elevator door tracks. Remove all debris from open car tops and dust/vacuum as needed. **Escalators** Wipe down all metal surfaces and handrails. Vacuum escalator treads. Spot glass and railings.
	Weekly	**Escalators** Clean treads with escalator machine comparable to a treadmaster.
	Quarterly	**Elevators** Shampoo Carpets and polish door tracks

Schedule A – OGS Standard Cleaning Requirements (updated 02/14/2013)		
Item	**Freq.**	**Scope & Standard**
Pantry Areas	Daily	Clean all pantry areas which consist of: emptying all waste/recycling receptacles and replacing receptacle liners with new/unused liners; filling towel/soap dispensers; spot clean floors, walls, exterior of cabinets and appliances; wipe down countertops, table tops, seating and sink/faucet set. Interior cleaning of cabinets and appliances is **not** included..
	Weekly	**Dusting** - Thoroughly Dust all horizontal surfaces, Picture frames, partitions, wall clocks, etc. All surfaces are to be kept free of dust. **Walls** – Spot clean walls to remove marks, spills, etc.
	Monthly	**Resilient Tile or Hard Surfaces -** Spray Buff all floors with a solution of water and floor finish, commercially prepared. (**NOTE:** Floors should be dusted & wet mopped prior to buffing and dust mopped after buffing)
	Quarterly	Sanitize all waste/recycling receptacles.
	Annually	**Floors - Resilient Tile / Hard Surfaces** Strip and refinish floors with synthetic, metal, interlocked non-slip material with minimum **21%** solids. **Apply a minimum of 3 coats of High Quality Floor finish**. **Building Manager to approve Products**. Task includes labor to move landscape partitions, chairs, desks, file cabinets, etc. Thoroughly clean all walls, partitions, ceilings, air supply and returns vents, etc. Interior cleaning of cabinets and appliances is **not** included.
	As Needed	Plunge sink-drains. If unsuccessful, immediately contact the Facility Manager.
Stairwells and Landings	Daily	Police and remove all debris, cigarette butts, gum, etc. Spot sweep and damp spot mop as needed.
	Weekly	Thoroughly sweep/vacuum and damp mop all stairs, landings and foyers. Wash all Fingerprints, smudges, smears on stairway doors, doorframes, walls, etc. Dust and or wash all handrails. Dust and or wash all surfaces, hose racks, and cabinet.
Loading Docks or Vehicle decks	Daily	Police any miscellaneous materials and debris. Sweep all areas. Empty all trash receptacles.
Loading Dock Area	Annually	Pressure wash walls and dock areas (Schedule of service to be determined by the Facility Manager).

Schedule A – OGS Standard Cleaning Requirements (updated 02/14/2013)		
Item	**Freq.**	**Scope & Standard**
Rest Rooms (Including any Private Rest Rooms / Showers / Locker Rooms, Lounge /Foyer-Entry Areas)	Daily	Thoroughly clean all rest rooms. Thorough cleaning consists of the emptying all waste receptacles and replace with new/unused plastic liners, filling of all soap dispensers (this includes hand sanitizer dispensers throughout the facility), towels dispensers, and tissue paper. Scrubbing of all interior and exterior surfaces of water closets, urinals, and lavatories; the washing and sanitizing of all shelves, dispensers, receptacles, etc.; the cleaning of all mirrors; the spot washing of walls, partitions, doors and the sweeping, mopping and rinsing of all floor areas. A solution of germicidal detergent sanitize odor counteracting material must be used for all cleaning and mopping operations.
	Weekly	Dust all partition tops, hinges, hardware and air vents. Wipe down window sills/heat units.
	Quarterly	Sanitize all waste receptacles.
	Annually	Clean all walls, partitions, ceilings, air supply and returns vents. Strip/Scrub main rest room floors. Strip & refinish any resilient or hard surface and shampoo any carpet. Wash all furniture, tables, chairs, etc.
	As Needed	Restock all sanitary garment dispensers. Any broken /non working dispensers should be reported to the Facility Manager. Plunge water closet, lavatory and urinal drains. If unsuccessful, immediately contact the Facility Manager.
Recycling	Daily	**Central Designated Collection Areas & Common Areas/Pantries** – All recyclable material are to be removed from floors to designated areas on the loading dock, or areas designated by the Facility Manager. Cardboard, Boxes, and Pallets included. Cardboard must be broken down and organized for appropriate pick-up.
	Tuesday & Thursday	**Office Areas** – All recyclable material from containers are to be removed from floors to designated area on the loading dock or areas designated by the Facility Manager.
	As Needed	**Receptacles/Gondolas -** Must be kept clean, sanitized and odor free at all times.
Trash	Daily	**Central Designated Collection Areas, Common Areas/Pantries** & **Loading Docks -** Waste receptacles and cigarette urns are to be emptied and trash removed from the premises daily. Waste receptacles are to be clean, odor free, and lined each day with a clear plastic liner.
	2x Daily	**Exterior Building Perimeter** - The area surrounding building perimeter must be policed for trash, papers, cigarette butts, etc. at times designated by the Facility Manager. All trash/collection receptacles must be kept clean and properly lined.
	Mon, Wed, & Fri	**Desk-Side Collection** - Trash cans are to be emptied, cleaned, odor free and lined with clear plastic liners.
	As Needed	**Receptacles/Gondolas -** Must be kept clean, sanitized and odor free at all times.

Schedule A – OGS Standard Cleaning Requirements (updated 02/14/2013)		
Item	**Freq.**	**Scope & Standard**
Light Fixtures Offices, Lobbies, Stairs, Hallways, etc.	Once Every 2-Years on Even Years	Wash inside and outside of all light diffusers.
Lighting/Security	Daily	Contractor will be responsible to turn off all lighting after completion of duties each night in all areas. Contractor will not allow entry to any building or areas to any persons other than his immediate staff solely for the purpose of performing their tasks. Contractor will be responsible for re-securing any areas opened in the performance of his tasks.
Equipment/Supply Rooms	As Needed	All supply rooms should be kept neat and orderly. Equipment being used under this contract must be maintained in good working condition and should be clean and presentable.
Building Deficiencies	Daily	Contractor and all employees will promptly notify Building Manager of any deficiencies found in the performance of their tasks. Items to report should include any electrical, lighting, plumbing, or HVAC, issues, also any discovered damages to facility or structure, etc.
Safety Considerations	As Needed	Contractor will take all safety precautions when performing duties. Such as; must use wet floor caution signs, ropes, barricades, etc. when wetting floors. All chemical containers are required to be labeled, etc.
Janitor Closets, Central Recycling Areas, and Service Corridors	Daily	Empty all trash and recycle collection barrels, barrels must be kept clean, odor free and lined with a plastic liner. Necessary lids must be kept on barrels. Police/clean sink and floor area. (Note – Doors must be kept closed.) **Note** – All trash and recycles must be transported to designated collection sites for handling and disposal.
	Weekly	Thoroughly clean and sanitize inside & outside of sink, faucet, and connecting piping. Dust shelves and horizontal surfaces. Sweep, mop, and sanitize floor area. Vacuum vents, and maintain supplies and equipment in an orderly manner.
	As Needed	Plunge slop sink drains. If unsuccessful, immediately contact the Facility Manager.
Emergency Call Boxes, Hose Cabinets, Fire Extinguishers, AED Cabinets, etc.	Weekly	Dust and or wash all surfaces, hose racks, and cabinet.
	Annually	Wash cabinets and fixtures inside and out including any glass.
Air Vents	Annually	Clean all air supply and return grilles in all areas. **Note** – Vacuuming alone may not be sufficient – depending on type of grille hand washing may be required.

End of Schedule A – OGS Standard Cleaning Requirements

Lot 1
44 Holland Ave, Albany

Schedule A – Building Specific Cleaning Requirements (updated 02/14/2013)		
Item	**Freq.**	**Scope & Standard**
None		

Lot 1
50 Wolf Rd, Colonie

Schedule A – Building Specific Cleaning Requirements (updated 02/14/2013)		
Item	**Freq.**	**Scope & Standard**
None		

Lot 1
625 Broadway, Albany

Schedule A – Building Specific Cleaning Requirements (updated 02/14/2013)		
Item	**Freq.**	**Scope & Standard**
None		

Lot 2
38-40 State Street (Hampton Plaza), Albany

Schedule A – Building Specific Cleaning Requirements (updated 02/14/2013)		
Item	**Freq.**	**Scope & Standard**
None		

Lot 2
328 State Street, Schenectady

Schedule A – Building Specific Cleaning Requirements (updated 02/14/2013)		
Item	**Freq.**	**Scope & Standard**
None		

End of Schedule A – Building Specific Cleaning Requirements

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Custodial Services Performance Evaluation

SAMPLE FORM

Contractor: _____ Contract #_____

Inspected By: _____ Prepared By: _____

Building: _____

Instructions For Rating Custodial Services:
The designated evaluator from the tenant will tour the building accompanied by the building manager and, optionally, a designated individual from the contractor. Each of the described performance areas will be rated as either Satisfactory (S) or Unsatisfactory (U).

THE CONTRACTOR WILL RECEIVE WEIGHTED POINTS FOR EACH SATISFACTORY RATING AND 0 POINTS FOR UNSATISFACTORY. Areas rated as unsatisfactory may have a stated reason as to the deficiency or a written comment. Refer to page number 3.

Performance Areas

Insert Floor Number; (use additional sheets as necessary)**:**	_____	_____	_____	_____
1. Trash and Recycling				
a. Trash Emptied	S	S	S	S
b. Trash Liners Changed	S	S	S	S
c. Receptacles Cleaned	S	S	S	S
d. Recycling Receptacles Emptied	S	S	S	S
2. Dusting				
a. Horizontal Surfaces	S	S	S	S
b. High and Low	S	S	S	S
3. Floors				
a. Spot Cleaned	S	S	S	S
b. Vacuumed	S	S	S	S
c. Swept, Dust Mopped	S	S	S	S
d. Wet Mopped	S	S	S	S
e. Buffed	S	S	S	S
4. Restrooms				
a. Wash Bowls	S	S	S	S
b. Toilets	S	S	S	S
c. Urinals	S	S	S	S
d. Mirrors	S	S	S	S
e. Floors	S	S	S	S
f. Walls	S	S	S	S
g. Partitions	S	S	S	S
h. Door Plates, Louvers, etc.	S	S	S	S
i. Waste Receptacles	S	S	S	S
j. Sanitary Napkin Receptacles	S	S	S	S
k. Supplies Replenished	S	S	S	S
5. General				
a. Drinking Fountain Cleaned	S	S	S	S
b. Partition Glass	S	S	S	S
c. Common Area Walls	S	S	S	S

6. Entrance Areas/Decks				
a. Ash receptacles cleaned	S	S	S	S
b. Entrance Glass Cleaned	S	NA	NA	NA
c. Mats and Runners Cleaned	S	NA	NA	NA
7. Other				
a. Elevator Floors	S	S	S	S
b. Elevator Walls	S	S	S	S
c. Elevator Doors	S	S	S	S
d. Stairwell Walls, Floors	S	S	S	S

Total Score: 100

Remarks:

1. Dirty basket liners.
2. Trash and/or Recycling baskets not emptied.
3. Top of filing cabinets/shelves dusty.
4. Vacuuming required.
5. Major spot cleaning req. floors/carpets.
6. Debris not swept up on floors.
7. Soap scum build-up around fixtures.
8. Walls behind sinks not cleaned.
9. Toilet fixture not cleaned inside/out.
10. Mirrors not cleaned.
11. Toilet partitions not cleaned.
12. Doors & frames require washing/dusting.
13. Door louvers dirty.
14. Paper towel dispenser empty.
15. Toilet paper dispenser empty.
16. Toilet paper rolls not secured.
17. Remove double sided tape from walls.
18. Bottoms/sides of fountain not cleaned.
19. Elevator lobby not swept/mopped.
20. Elevator cab tracks dirty with debris.
21. Doors have hand prints/stains.
22. Flat surfaces in stairwells dirty.
23. Stair railings dusty.
24. Wax build up on walls, doors, etc.

Comments:

Building Manager: _____ Dated: _____

Tenant Representative: _____ Dated: _____

Contractor Signature: _____ Dated: _____

cc: Building Manager's Office, Tenant Agency Representative,

*** * * * ***

Exhibit B-3

Elevator Maintenance and Repair

- **Elevator maintenance and repair specifications will be provided via addendum.**

Exhibit B-4
Integrated Pest Management

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INTEGRATED PEST MANAGEMENT (IPM)

1.0 Qualifications

The Contractor is certified to meet all the following requirements:

1.01. The Contractor is a professional pest management business that practices IPM methods handling industrial, commercial, and institutional accounts for at least three (3) years.

1.02. The Contractor maintains a current Pesticide Business Registration from the New York State Department of Environmental Conservation. The Contractor must provide an updated copy of this registration as the prior one expires.

1.03. The Contractor employs personnel properly certified to perform the work specified herein in accordance with the administration by the New York State Department of Environmental Conservation (NYSDEC) of the Core Certification Program of the United States Environmental Protection Agency, as outlined in the most recent revision 6 NYCRR : Part 325 - Rules and Regulations Relating to the Application of Pesticides (NYSDEC), in the following categories:

1. 325.16 (g) (1) - Structural and Rodent Control; This subcategory includes pests, such as but not limited to, rodents, roaches, ants, fleas, ticks and stinging and biting insects within or associated with structures, excluding food processing areas and post construction wood destroying organisms. This subcategory does not include the application of termiticides.
2. 325.16 (g) (5) - Food Processing – This subcategory includes commercial pesticide applications to areas other than individual residences, where exposed food or food products are prepared, packaged or held for further distribution or consumption, including the use fumigants to control appropriate food pests. Other categories which applied to any work in the facilities indicated herein.

1.04. The Contractor has a Board Certified Entomologist or equal professional scientist available on an as needed basis.

1.05. This entomologist or equal professional will provide supportive consultation and training under this contract when required.

2.0 Staffing

Qualifications and Experience: Pest management professionals assigned to these facilities by the Contractor must be Certified Pesticide Applicators, Certified Pesticide Technicians, or Apprentices under their direction, and possess the following minimum qualifications and experience:

2.01. Good knowledge of problem pests behavior and ecology, and methods of reducing or eliminating food, water and harborage of same, and in the event that pesticide application is necessary, the proper and safe use of least toxic pesticides.

2.02 Possess New York State certification in category 325.16 (g) (1) 7a, Structural and Rodent, and 325.16 (g) (5) Food Processing.

2.03 At least one (1) year of recent full-time paid experience in professional pest management with experience in large, high rise, open office design facilities similar to those at NYS.

2.04 The Contractor shall supply and insure that each service Certified Applicator and Certified Technician assigned to these facilities maintains the necessary and required equipment for the safe use and application of all materials as required by specific site conditions. This may include but is not limited to bump hats, work gloves, quality flashlights, boots, clipboards and miscellaneous tools.

2.05 All personnel providing on-site pest management services must be certified in appropriate categories as per Section 1.03 (above) as Certified Commercial Pesticide Applicators, or Certified Pesticide Technicians. Apprentices will be permitted to work on site only under the immediate supervision of a Certified Applicator or Certified Technician.

3.0 Scope

3.01. Pests Included

Integrated Pest Management is intended to suppress populations of rats, mice, cockroaches, ants, (excluding carpenter ants), bed bugs, pests located outside buildings that primarily feed on outdoor vegetation, silverfish, and any other arthropod or vertebrate pest not specifically excluded from the contract. Populations of these pests that are located outside the buildings listed herein, but within the property boundaries of the buildings, are included.

3.02 Pests Excluded

The following pests are excluded from this contract: birds, bats, squirrels, chipmunks, skunks and all other vertebrates (other than commensal rodents), termites, carpenter ants and other wood-destroying organisms, and mosquitoes. However, the Contractor may be called upon to manage or remove these pests for additional fees, see Section 13 (below)

4.0 IPM Program: Initial Comprehensive Inspection

4.01 It is required that as a qualified and experienced pest management professional, the Contractor is familiar with the Integrated Pest Management (IPM) concept now recognized as the most effective and up-to-date approach to modern professional pest management.

4.02 A thorough, initial inspection shall be conducted during the first month of contract by the Contractor's inspector and the Facility Manager. The purpose of this initial inspection is for the Contractor to evaluate the pest management needs of the premises, incorporate any Agency or facility requirements) and to discuss these needs with the Facility Manager.

4.03 The following specific points should be included in this evaluation:

1. Identification of problem areas in and around the building.
2. Identification of structural features or personnel practices that are contributing to pest infestations.
3. Evaluation of previous management efforts.
4. Facilitation of contractor access to all necessary areas. Access to building space shall be coordinated with the Facility Manager.
5. Informing the contractor of any restrictions or special safety precautions.

5.0 IPM Program: Submission of Plan

5.01. Following the initial comprehensive inspection of a building, the Contractor will develop a detailed Integrated Pest Management Plan and Service Schedule. This written plan and schedule must be submitted to the Facility Manager for approval prior to initiation. The plan and schedule should address any structural or operational changes which should facilitate the pest management effort. In addition, the plan must identify the proposed materials, including pesticides, if any (and alternatives, if any) by Environmental Protection Agency (EPA) accepted common name (generic name) and EPA Product Registration Number, the building and specific location(s) and rationale for each type of use. Proposed trapping devices for rodents, if any, should also be included by type and name of trap, the building and specific location(s) and rationale for each type of use. The plan should describe in detail the contractor's means for monitoring pest populations in and around the building. IPM Programs must be directed against the threat of pests not only from

surrounding areas but also pests that may be introduced to the facilities via incoming foods, packages, cartons and other materials. In addition the plan should take into consideration Agency and facility requirements.

5.02. The plan and schedule shall be submitted not more than ten (10) working days following the initial inspection of the premises. The Facility Manager will render a decision regarding the acceptability of the plan and schedule within ten (10) working days following receipt. The Contractor shall be on-site to implement the plan and schedule within five (5) working days following notice of approval of the plan. If the plan is disapproved, the Contractor shall have five (5) working days to submit a revised plan and schedule.

5.03. Any subsequent changes in the plan and schedule and/or additions to the approved materials list must be approved by NYS OGS.

6.0 IPM Program: Inspection and Monitoring

6.01. Following the initial comprehensive inspection, a critical aspect of the IPM Plan shall be the establishment of a monitoring program to regularly identify causative conditions, infested zones and allow an assessment of pest population levels. Both comprehensive inspection and monitoring shall be continued throughout the duration of this contract.

6.02. Throughout the duration of this contract, the premises covered will be inspected periodically by NYS to determine the effectiveness of the program. At the request of the Facility Manager, the Contractor may be subjected to an inspection from outside regulatory Agencies. Inspection results will be documented in writing. The Contractor shall promptly initiate actions to correct all deficiencies found.

6.03. It shall be the Contractor's responsibility to furnish an adequate supply of tools and materials necessary for the Facility Manager to examine the interior of all rodent bait stations or other enclosures, if any are used. These materials may include Allen wrenches to loosen and re-tighten fasteners, keys to open locks, or replacement self-locking plastic ties. Inspection mirrors, flashlights, and implements to cut plastic ties or seals are not included under this provision.

7.0 IPM Program: Interventions

Listed below are categories or type of interventions relative to species of pest identified via a comprehensive inspection.

7.01. Structural Modifications: Unless otherwise stated, structural modifications for pest prevention and suppression shall not be the responsibility of the Contractor. The Contractor shall make detailed recommendations to the designated NYS contract of what structural modifications can reasonably be accomplished. The Contractor may complete such recommendations if mutually agreed upon with the Facility Manager.

7.02. Pest breeding places/nests must be eliminated in order to minimize the use of pesticides. Cracks, crevices, and other areas of floors, ceilings and walls must be kept sealed. Openings to the outside are to be protected against the entrance of insects and rodents.

8.0 IPM Program: Record Keeping

8.01 The Contractor shall be responsible for maintaining complete and accurate pest management records. Further each building that is serviced under this contract shall have its own service logbook, which will be kept in the designated on site office and maintained on each visit by the contractor.

8.02 The service log shall contain the following items:

1. A copy of the Integrated Pest Management Plan and Service Schedule for the building.
2. A copy of the current information sheets regarding all materials and devices, and label and EPA registration number for each pesticide accepted for potential use in the building,

including the Material Safety Data Sheet. Pesticide labels which normally include in-depth safety and use documentation are required.

3. Date chemicals were applied, location and amount of chemicals applied number of non-chemical monitoring devices used and locations.

4. Pest surveillance data sheets that record, in a systematic fashion, the indicators of pest population levels and causative conditions revealed by the Contractor's monitoring program for the building.

5. The location of all materials and devices used for monitoring or for interventions in or around the premises. This information can be in either tabular or list in form.

6. Arrival and departure time of the Contractor's representative performing the service and all information on material and device applications (conform to specific pesticide information as required by statute).

9.0 IPM Program: Special Requests and Emergency Service

9.01. The regular service shall consist of performing all components of an IPM program other than in structural modifications, as described in the Contractor's detailed plan and schedule for each building during the period of this contract. Occasional requests for corrective action, special services beyond the routine requests or for emergency service, may be recommended by Contractor to the Facility Manager, or initiated by the Facility Manager. When such requests for emergency services are submitted by the Facility Manager, the Contractor shall acknowledge the receipt of the request, on the on the day of the request. The Contractor shall respond to special service requests within one (1) working day after receipt of request. All emergency and special services shall be recorded. In the event that such services cannot be completed within the above-stipulated time frame, the Contractor shall immediately notify the Facility Manager and indicate an anticipated completion date.

10.0 IPM Program: Pesticide Applications

10.01. **Pesticide Applications** shall be used primarily as a last resort and only after prior approval by NYS on a case-by-case basis. When chemicals are utilized, the following conditions shall be applicable: NYS shall receive from the Contractor or its technicians sample labels of all chemicals and materials.

10.02. In cases where it has been determined that a particular chemical or product in use at these facilities has lost its effectiveness (e.g., due to a resultant increase in resistance in the target pest population) the Contractor shall replace such ineffective chemicals with more effective alternative choices upon approval of the Facility Manager.

10.03. Within thirty (30) days from the start of this contract, the Contractor shall provide to NYS, the following safety and technical data for chemicals to be used in these facilities:

1. A list of chemicals including Environmental Protection Agency (EPA) accepted common name (generic name) and EPA Product Registration Number trade name and name of active and inert (including carriers) ingredients, list respective chemical classifications for each product intended to be used. Organophosphates and chlorinated hydrocarbons are not acceptable. Further, aerosol spray formulations will be highly discouraged. If spray formulations are deemed absolutely necessary, prior written approval by NYS OGS is mandatory. Chemicals, where necessary, shall be restricted to non-persistent chemicals that are least harmful to people, non-target species, and the environment.

2. Material Safety Data Sheets for each chemical.

3. Antidote data where applicable, including a copy of a standard quick reference chart.

4. A list of poison control centers and respective telephone numbers as they may apply to the geographic areas in which these facilities described herein are located.

10.04. All pesticides shall be securely stored on site in an area designated by the Facility Manager and maintained by the Contractor in a safe manner when not being used.

10.05. The Contractor shall be responsible for the safe use of all products. Pesticides should be applied according to label instructions. Necessary safety equipment and protective clothing will also be worn when necessary. All pesticides used by the contractor must be registered with the EPA and the NYS DEC. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State, and local laws and regulations. The environment, non-target species and people shall be protected at all times.

10.06. The Contractor shall minimize the use of synthetic organic pesticides, wherever possible. For example:

1. The use of crack and crevice application of pesticides directly to pest harborage areas is acceptable. However, spraying crack and crevice exposed surfaces in the general vicinity of harborage areas shall not be allowed.

2 The use of boric acid powder and gel or paste baits for cockroaches is acceptable. However, sprays are not appropriate.

3 Pesticide fogs or space sprays (including mists and ultra-low volume applications) are essentially not appropriate and shall be restricted to unique situations for which no alternative measures are practical. Such situations should rarely, if ever occur.

10.07 Pesticides should be applied in such a manner to prevent contaminating persons, food, property and buildings. If absolutely necessary chemicals shall be applied at night or on weekends, and the contractor shall cooperate with the Facility Manager to properly ventilate, where necessary, the premises before tenants re-occupy the building. Tenants should remain out of the sprayed area for the time period specified on the label instructions. Use of spray or aerosol pesticides should be a very rare event and only performed with the Facility Manager's specific approval.

10.08 Contractor shall cooperate with the Facility Manager to place proper public notices or otherwise inform building occupants regarding what pesticides will be applied, where pesticides will be applied, when pesticides will be applied.

10.09 Contractors must comply with all local and state regulations codes regarding timely prior notices.

11.0 IPM Program: Rodent Management

Snap traps and other trapping devices (including glue boards) used in management of active rodent infestations must be checked daily. The Contractor shall dispose of rodents killed or trapped within 24 hours. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. Traps shall be placed out of the general view and located so as not to be affected by routine cleaning procedures. When using traps for monitoring, the visit interval may be adjusted as necessary.

All rodenticides regardless of packaging shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals, or in EPA-approved tamper-resistant (often termed "tamper-proof") bait boxes. Bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be labeled (including contractor's name, address, and telephone number) and dated at the time of installation and each servicing. All bait boxes shall be placed and maintained in accordance with EPA regulations with an emphasis on the safety of non-target species. The following points shall be strictly adhered to:

11.01 The lids of all bait boxes must be securely locked or fastened shut.

1. Bait must always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.

2. All bait boxes must be securely attached or anchored to the floor, ground, wall, etc., so that the box cannot be picked up or moved.

3. Liquid and solid poison baits shall be placed in distinctively marked bait stations of sturdy plastic, metal or wood construction--no paper or cardboard stations--and placed in areas normally inaccessible to users of the facilities, particularly children and pets. Covered bait stations shall be used in dietary, food processing, storage and handling areas. Paraffinized or weather resistant baits shall be used in damp and wet areas.

4. All bait stations and traps shall have such tags or labels affixed so as to enable the Contractor to enter their signature and date after each service. All bait stations and trap locations shall be marked by placement or a distinctively colored removable self-adhesive sticker placed on the nearest wall or column to make quick identification of each location. Map/floor plan indication is also required.

5. The Contractor shall make a floor plan (or utilize floor plans supplied by NYS) of each area where bait stations and traps are located, number each bait station and trap and enter the location of each numbered bait station and trap in the diagram. These floor plans or diagrams shall be kept with the other records on the facilities as indicated herein. A detailed IPM Pesticide Application form and a detailed IPM Trap monitoring form shall be completed, indicating the service of each pesticide bait station and trap and turned in at the completion of each service visit (see sample forms). Similar records should be kept for any traps (e.g. glue boards) and for any treatments (chemical or non-chemical).

6. The Contractor shall be responsible for picking up and disposing of all rodent or other carcasses in or around buildings listed in this contract within 24 hours of notification by the Facility Manager.

12.0 Service Timing

It shall be the Contractor's responsibility to carry out work according to the detailed Integrated Pest Management Plan and Service Schedule developed for each building. The Contractor's on-site supervisor shall be responsible for coordination with the Facility Manager at the beginning of each visit. The purpose of this coordination is to review the plan and schedule and to receive information on problem area status.

Services that do not adversely affect tenant health or productivity may be performed during the regular hours of operation in the various buildings. When it is necessary to perform work on weekends or outside the regularly scheduled hours set in the Contractor's plan and schedule, the Contractor shall notify the Facility Manager at least two (2) days in advance, and all arrangements will be coordinated between NYS and the on-site supervisor. All application of toxicants, (i.e., those likely to become airborne), when necessary, is to be done at night or on weekends to allow for ventilation before tenants reenter the facility. The Contractor shall allow the Facility Manager sufficient time to inform tenants of application and assure the security of the areas treated.

13.0 Additional Services

From time to time, The Facility Manager may request that the Contractor perform additional services in the control of various pests. These may include, but not be limited to:

1. Control of nuisance wildlife for which a Nuisance Wildlife Control Operator (NWCO), as licensed by the NYS Dept. of Environmental Conservation, will be required.

2. Control of termites, for which a certification under Section 325.16 (g) (3) “Termites” will be required

3. Control of mosquitos, for which a certification under Section 325.16 (c) “Ornamental and Turf Pest Control” will be required.

13.01 In the event that Additional Services are requested by the Facility Manager, The Contractor must respond, and provide a detailed estimate, including labor and materials for the required service, and provide a basis for which the rates can be justified.

13.02 The Facility Manager shall reserve the right to procure additional services from The Contractor, or another qualified service provider at their sole discretion.

14.0 Pesticide Neighbor Notification Law

Notification to the school community of potential pesticide applications is an additional component of IPM education. The Pesticide Neighbor Notification Law, Section 409-h of the Education Law, has formalized a notification process and provides specific direction on when and how notification must take place. The Neighbor Notification Law, effective July 1, 2001, applies to all public and nonpublic elementary and secondary schools and details specific parties who must be notified, as well as the times and circumstances related to such notification. This requirement states that schools provide a written notice to all parents, guardians, and staff. It is the contractor's responsibility to advise schools of their intent to apply pesticides allowing for sufficient time for the schools to meet the requirements of the Education Law. The responsibility for notification rests at the school level in accordance with the law. Further information relative to the law may be found at the NYS Education Department's website at: www.emsc.nysed.gov/facplan/publicant/IPM/IPMNeighborNotificationDocument.htm

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Exhibit B-5
Grounds Maintenance

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Grounds Maintenance

1.0 Overview

1.01 Background

OGS is seeking an Integrated Facility Management (IFM) Contractor(s) to enter into a five year contractual agreement, to provide full service professional building and grounds operation, maintenance, and management services. A total of six (6) Facilities are combined into two (2) groups as detailed in the charts below.

LOT 1

Facility Name	Address	City	Estimated Lawn/ Landscaped Area (Sq ft)
44 Holland Ave	44 Holland Ave.	Albany	104,250
50 Wolf Road	50 Wolf Road	Colonie	30,438
625 Broadway	625 Broadway	Albany	12,965
Ten Eyck	40 North Pearl St.	Albany	4,500

LOT 2

Facility Name	Address	City	Estimated Lawn/ Landscaped Area (Sq ft)
328 State Street	328 State Street	Schenectady	3,960
Hampton Plaza	38-40 State St.	Albany	2,765

1.02 Sub-Contracted Services

The Grounds Maintenance Contractor will contract directly with the IFM Contractor as a Sub-Contractor. Bids contained herein shall be used to value services and ultimately for payment purposes.

1.03 Examination of Existing Building and Contract Documents

Prior to entering into contract, Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the OGS as an excuse for any failure or omission on the part of the contractor to fulfill every detail of all the requirements of the documents governing the work. Contractor will not be allowed any extra compensation by reason of any matter or thing concerning which such contractor might have fully informed itself prior to bidding.

1.04 Definition of Terms

References herein this solicitation or in Appendices and Exhibits hereto to;

1. “State” referred to herein this exhibit shall be understood to mean the State of New York, the New York State Office of General Services, New York State Office of the Fire Prevention and Control, or the State of New York Office of the State Comptroller.
2. OGS” referred to herein this exhibit shall be understood to mean the New York State Office of General Service’s Commissioner or his/her designated representative.

3. "IFM Contractor" referred to herein this exhibit shall be understood to mean the successful bidder who is awarded a contract by the State of New York resulting from this solicitation whereby the State is seeking an Integrated Facilities Management contractor.
4. "Facility Manager" referred to herein this exhibit shall be understood to the mean the IFM Contractor's representative.
5. "Contractor" referred to herein this exhibit shall be understood to mean the specific sub-contractor providing such services referenced herein.

1.05 Security Procedures

Each Facility has security policies which must be followed. Contractor will work with the OGS and/or the Facility Manager to obtain necessary clearances. Contractor may be required to provide information such as, but not limited to; the company name, the employee's name (as it appears on ID), valid driver license number, vehicle make, model and license plate, etc.

2.0 Statement of Work

2.01 Scope of Work

The Contractor shall provide grounds maintenance/landscaping services for the designated OGS facilities. The Contractor shall provide all necessary labor, equipment and materials as necessary to provide but not be limited to the following services, in a timely and efficient manner. Contractor shall coordinate execution of the contract services with the Facility Manager.

1. **Spring Cleanup** – to occur as early in the season as possible when the ground has thawed and is ready to be worked. Cleanup will be completed no later than the last week of May of the Contract Year. Cleanup will consist of leaves, sticks, curb lines and winter debris. Sidewalks will be cleaned and swept of sand and grit mixtures.
2. **Turf Maintenance** – will consist of visits every seven to twelve days and will consist of mowing to recommend height. The mowing height will be determined after an inspection of the turf area and the clippings, with off-site disposal of clippings in accordance with any local and county regulations at an approved land fill or composting area. Mowing, once spring growth has slowed can be fine mulched, clipped and then left on the turf for nitrogen content. Edge and maintain edging on all flowerbeds and turf boarders. Sweep/power blow sidewalks of clippings and debris after each mowing.
3. **Shrubs and Flowerbeds** – Maintain flowerbeds (deadhead, weed, and trim as needed). Trim shrubs as needed to maintain a consistent appearance throughout the season.
4. **Fall Cleanup** – Fall cleanup will be completed and consist of removal of leaves and debris and will be completed no later than the 30th of November of the contract year. All debris and leaves will be hauled away for proper disposal off site in accordance with any local and county regulations at an approved land fill or composting area.
5. **Dead Shrubs & Trees** – These items will be brought immediately to the attention of the Facility Manager.
6. **Flower Plantings & Displays** – Spring plantings infilling all planting beds to consist of common annuals with the final selection approved by the Facility Manager. Flowers consist of Impatiens, Marigolds, Ageratum, Salvia, Begonias, Petunia, etc. depending on soil conditions and sunlight requirements. Fall plantings will consist of mums. Late fall planting of Tulips, Daffodils, etc. with spruce boughs applied for winter protection.
7. **Mulching** – All shrub beds, island and flower displays will be mulched with premium grade bark mulch, color to be pre-approved by the Facility Manager.

2.02 Administrative and Reporting Requirements

The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same shall be included in the Base bid.

It is expected that the contractor shall maintain accurate records and accounts of the services rendered regarding any event; such as date of event, description of work performed, materials and equipment used, etc. and also shall be responsible for all payroll functions in connection with this bid. Such records shall be made available to OGS upon request.

The Contractor shall maintain a designated officer or employee as its representative for contact with the Facility Manager for all communications and transactions.

Upon award of the contract and prior to the start of any work, the Contractor, shall be available for an initial job meeting with the Facility Manager at a location determined by the Facility Manager. This meeting shall include:

1. The Contractor's submission of a schedule of work to be reviewed and approved by the Facility Manager.
2. A review of all Facility use rules.
3. An introduction for each respective organization, chain of command, etc.

Unless otherwise directed, there shall be periodic job meetings for the following purposes:

1. Review job progress, quality of work, and approval and delivery of materials.
2. Identify and resolve problems, which impede planned progress.
3. Coordinate the efforts of all concerned so that the contract progresses on schedule to on-time completion.
4. Maintain a sound working relationship between the Contractor and the Facility Manager, and a mutual understanding of the contract.
5. Maintain sound working procedures.

2.03 Drawings / Site Plans

Facility Site Plans which include the landscaped areas are included in the Snow Management Exhibit, B-6, for bidders' information only in preparing their bid. To the best of the Office of General Service's (OGS) knowledge and belief, the drawings accurately represent actual site conditions in terms of size, shape, access, and amenities such as Islands, light poles, signage, etc. The OGS is not responsible for the accuracy and/or completeness of the drawings. Bidder must physically verify all site conditions of each facility and submit their bid accordingly.

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Exhibit B-6
Snow Management

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Snow Management

1.0 Overview

1.01 Background

OGS is seeking an Integrated Facility Management (IFM) Contractor(s) to enter into a five year contractual agreement, to provide full service professional building and grounds operation, maintenance, and management services. A total of six (6) Facilities are combined into two (2) groups as detailed in the charts below.

LOT 1

Facility Name	Address	City	No. of Parking Spaces	Area To Be Plowed (Sq ft)	Area of Sidewalks (Sq ft)
44 Holland Ave	44 Holland Ave.	Albany	898	308,380	21,110
50 Wolf Road	50 Wolf Road	Colonie	1,349	482,570	12,329
625 Broadway	625 Broadway	Albany	83	28,623	23,460
Ten Eyck	40 North Pearl St.	Albany	0	900	16,230

LOT 2

Facility Name	Address	City	No. of Parking Spaces	Area To Be Plowed (Sq ft)	Area of Sidewalks (Sq ft)
328 State Street	328 State Street	Schenectady	0	3,500	13,000
Hampton Plaza	38-40 State St.	Albany	0	0	6,480

1.02 Sub-Contracted Services

The Snow Management Contractor will contract directly with the IFM Contractor as a Sub-Contractor. Bids contained herein shall be used to value services and ultimately for payment purposes.

1.03 Examination of Existing Building and Contract Documents

Prior to entering into contract, Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the OGS as an excuse for any failure or omission on the part of the contractor to fulfill every detail of all the requirements of the documents governing the work. Contractor will not be allowed any extra compensation by reason of any matter or thing concerning which such contractor might have fully informed itself prior to bidding.

1.04 Definition of Terms

References herein this solicitation or in Appendices and Exhibits hereto to;

1. “State” referred to herein this exhibit shall be understood to mean the State of New York, the New York State Office of General Services, New York State Office of the Fire Prevention and Control, or the State of New York Office of the State Comptroller.
2. OGS” referred to herein this exhibit shall be understood to mean the New York State Office of General Service’s Commissioner or his/her designated representative.

3. “IFM Contractor” referred to herein this exhibit shall be understood to mean the successful bidder who is awarded a contract by the State of New York resulting from this solicitation whereby the State is seeking an Integrated Facilities Management contractor.
4. “Facility Manager” referred to herein this exhibit shall be understood to the mean the IFM Contractor’s representative.
5. “Contractor” referred to herein this exhibit shall be understood to mean the specific sub-contractor providing such services referenced herein.

1.05 Security Procedures

Each Facility has security policies which must be followed. Contractor will work with the OGS and/or the Facility Manager to obtain necessary clearances. Contractor may be required to provide information such as, but not limited to; the company name, the employee’s name (as it appears on ID), valid driver license number, vehicle make, model and license plate, etc.

2.0 Statement of Work

2.01 Scope of Work

The Contractor shall provide snow plowing, snow blowing, snow shoveling, salting, sanding, and snow/ice removal services of designated OGS parking facilities, sidewalks, stairways, parking entrance ways, and parking travel lanes. The Contractor shall provide all necessary labor, equipment and materials (*including shovels, ice picks, plows, backhoe, dump trucks, front-end loader, snow blowers, salt, sand, calcium chloride, CG-90 Surface Saver anticorrosive deicer or approved equal, etc.)* for the capability of removing all accumulation of snow and ice from the areas described herein, in a timely and efficient manner. Contractor shall be allowed to store onsite for the season, heavy equipment as appropriate to adequately service the larger lots. Contractor shall not be allowed to store bulk snow melt (salt) onsite. Contractor shall coordinate execution of the contract services with the Facility Manager. It will be the responsibility of the Contractor to monitor weather conditions, and respond as needed for contract services, but in all cases the Facility Manager will have the option, though not the obligation, to authorize any activity to commence. The following contract requirements are intended to ensure that the OGS Facilities are safe for Employees and the General Public during and after snow/ice events:

1. Contractor shall provide the services for each snow/ice storm event unless otherwise directed by the Facility Manager. The Contractor shall provide services / surface treatments as often as necessary to mitigate snow and/or ice accumulations. It is expected that snow accumulations shall not exceed two (2) inches at any time during a snow event. No amount of ice accumulation is acceptable. Contractor shall take preventative measures to avoid ice build-up and shall take appropriate action to remove ice should it build-up on any vehicular and pedestrian surfaces mentioned herein.
2. Snow piles/banks shall not be placed in such a manner as to block the view from a standard vehicle or block any parking space(s). Snow accumulation areas shall be coordinated with the Facility Manager.
3. Snow will be pushed as far away from designated parking lanes and areas as possible.
4. After the plowing/removal of snow and/or ice, sand and/or salt shall be effectively applied to all such surfaces with the intent to prevent the build-up of ice and thereby reduce the risk of pedestrian slipping and falls. Only non-corrosive treatments such as *calcium chloride or equal* shall be approved by OGS for use on building entrance steps/stairways and all concrete surfaces adjacent to and within 25 feet leading up to building entrances. Only *CG-90® Surface Saver® anticorrosive deicer or equal* shall be approved by OGS for use on Parking Garage Roof Decks. Contractor shall supply all materials, including Calcium Chloride, salt and sand as needed. All such materials shall only be used after receiving approval from the Facility Manager.
    a) The contractor shall be responsible to notify the Facility Manager upon or prior to entering the premises to perform services and upon leaving the premises at the conclusion of performing services. Each Facility Manager shall determine the appropriate notification method. If

contractor fails to properly notify the Facility Manager, contractor may forfeit payment for services rendered, at the discretion of the Facility Manager.

b) Contractor shall be liable for any repairs to the site caused by any snow plowing or snow/ice removal services, including but not limited to lawn and landscaped areas, parking facilities or pedestrian areas. Such repairs shall be completed and approved by the Facility Manager prior to submission of the March billing invoice.

c) Snow plowing along curbs shall be performed to avoid snow build-up on adjacent sidewalk.

d) Contractor shall return as needed during each snow/ice event to plow blowing, drifting and residual falling snow. For purposes of this solicitation, the term snow/ice event shall be the occurrence of falling snow and/or ice and the occurrence of subsequent ice formation as a result of falling snow and/or ice.

2.02 Period of Performance

For purposes of this solicitation, "normal working hours" are defined as Monday through Friday between the hours of 7:00 AM and 6:00 PM, except state observed holidays. During normal working hours, the Contractor must keep sidewalks, stairways, parking entrance ways, and parking travel lanes to a maximum snow depth of 2 inches, and clear of ice. Contractor shall also be careful so as not to block in parked vehicles. Contractor shall perform complete snow plowing and snow removal (when requested) between the hours of 6:00 PM and 7:00 AM, Sunday evening through Friday morning; and Friday 6:00 PM through Monday 7:00 AM.

Contractor shall train, guide, and supervise staff to minimize property damage during operations. Facility Manager can direct the Contractor and the Contractor agrees to immediately repair any damage resulting from the Contractor's operations. All other repair of damaged areas shall be corrected to the Facility Manager's satisfaction between April 1st and June 1st. The restoration of seeded and landscaped areas may require further attention beyond June 1st. The Contractor shall make every effort to fully restore these areas as soon as possible and maintain areas until full establishment of turf.

Bidder shall be available for service 24 hours per day from the beginning to the end of each snowfall season.

2.03 Site Preparation/Marking

Contractor shall flag all outdoor equipment, including but not limited to; utility meters, valves, pumps, outdoor building equipment, transformers, generators, fire hydrants, curbs, etc. each year prior to November 1st. Method and means of marking shall be identified and agreed to by the Contractor and the Facility Manager.

2.04 Administrative and Reporting Requirements

The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same shall be included in the Base bid.

It is expected that the contractor shall maintain accurate records and accounts of the services rendered regarding any event; such as date of event, description of work performed, materials and equipment used, etc. and also shall be responsible for all payroll functions in connection with this bid. Such records shall be made available to OGS upon request.

The Contractor shall maintain a designated officer or employee as its representative for contact with the Facility Manager for all communications and transactions.

Upon award of the contract and prior to the start of any work, the Contractor, shall be available for an initial job meeting with the Facility Manager at a location determined by the Facility Manager. This meeting shall include:

1. The Contractor's submission of a schedule of work to be reviewed and approved by the Facility Manager.
2. A review of all Facility use rules.
3. An introduction for each respective organization, chain of command, etc.

Unless otherwise directed, there shall be periodic job meetings for the following purposes:

1. Review job progress, quality of work, and approval and delivery of materials.
2. Identify and resolve problems, which impede planned progress.
3. Coordinate the efforts of all concerned so that the contract progresses on schedule to on-time completion.
4. Maintain a sound working relationship between the Contractor and the Facility Manager, and a mutual understanding of the contract.
5. Maintain sound working procedures.

2.05 Itemized Bid Breakdown

The OGS recognizes that although records exist for seasonal snow fall amounts in a given area, there are multiple variables which make it extremely difficult, if not impossible to precisely bid snow management services. As such, the OGS has attempted to reduce each bidder's risk and in turn, the State's financial liability by subdividing the total bid into two major categories, Base Bid and Off-Site Snow Removal/ Disposal. In addition, the Base Bid category has been divided into four sub-categories. These bid items are articulated as follows and on the subsequent Bid Forms.

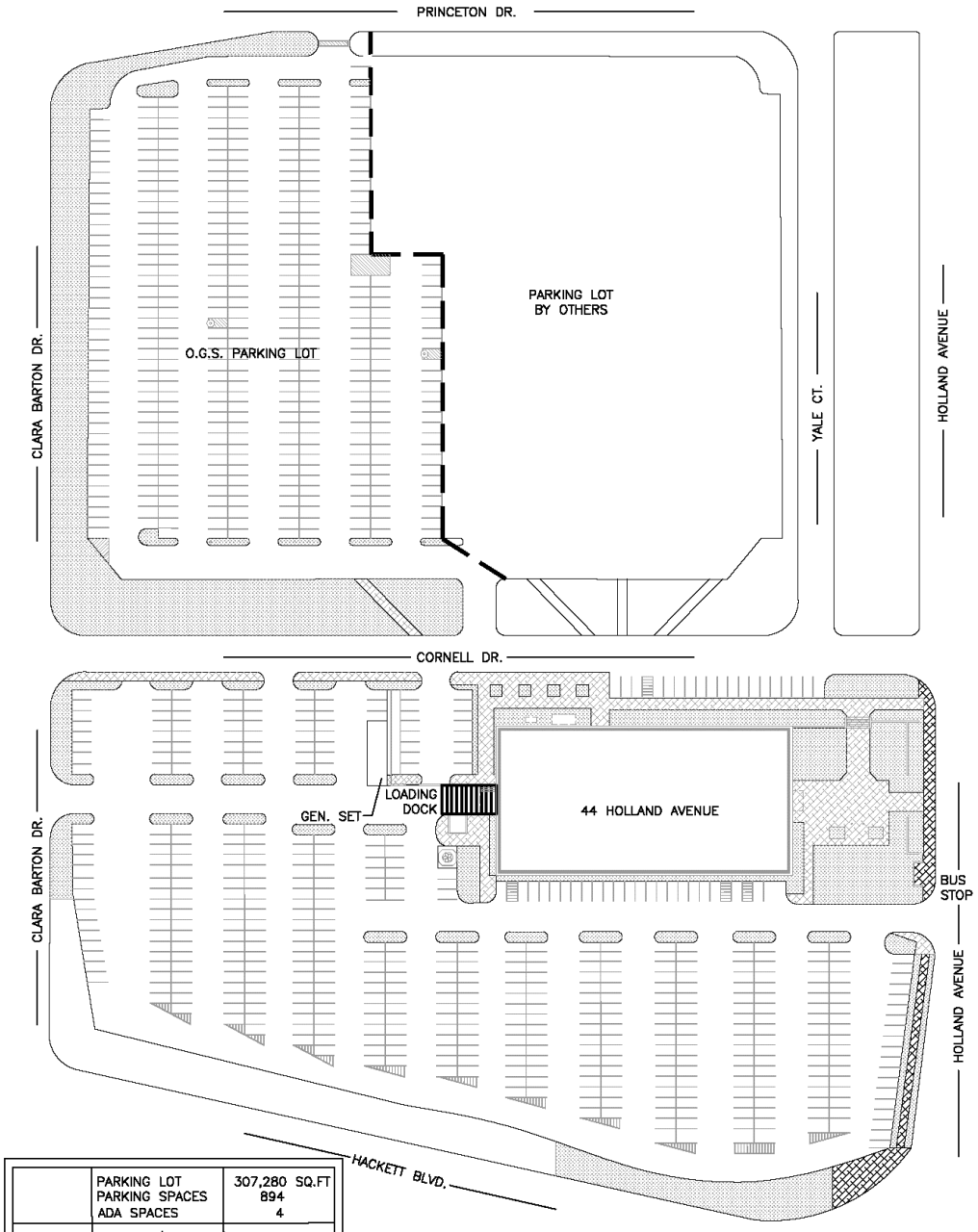
Base Bid:

1. Administrative Costs: The OGS recognizes that in order to be ready, willing, and able to respond to snow/ice events per this solicitation, bidder will have labor, material, equipment, office overhead, soft costs, etc. expenses whether or not we experience a snow/ice event. As such, the Administrative Cost category is intended to cover those costs and Contractor shall be paid the total annual cost in five equal monthly installments beginning December through April.
2. The next three base bid categories which reflect recorded snow/ice event amounts in inches, (0.01" – 1.00"; 1.01" – 8.00"; 8.01" & above), will be used for payment purposes for each snow/ice event which is recorded. The official source for determining the amount of snow/ice recorded for a particular snow/ice event will be the National Weather Service Forecast Office. Refer to the following web link; http://www.nws.noaa.gov/climate/index.php?wfo=aly . Click on "preliminary monthly climate data", be sure that "Albany NY" is highlighted, click on "archived data", choose the month, click "Go". For each such event, Contractor shall be paid the amount bid for that particular snow/ice event category which represents the recorded snow/ice event. The estimated number of events listed in the Bid Form is for bid purposes only. Contractor will be paid for each recorded event that services were performed. The Unit Price bid for each snow/ice category shall include the total duration of the snow/ice storm. OGS recognizes that not all storm events are of the same duration, for example some storms may last 1 hour whereas others may last two days. For the purposes of unit pricing per event, it will be considered as one event. This payment category is in addition to the administrative costs.

Off-Site Snow Removal and Disposal: The Facility Manager shall designate area(s) to be used for snow piles and/or on-site snow storage, prior to off-site removal. When and only when requested by the Facility Manager, Contractor shall remove accumulated snow and dispose off-site to an off-site location of the Contractor's choice. Contractor's chosen off-site disposal location shall be in accordance with all applicable laws, rules, and regulations governing such disposal. The method of snow removal shall be agreed upon by the Facility Manager and the Contractor shall be paid in accordance with the actual quantities removed times the unit price per cubic yard bid.

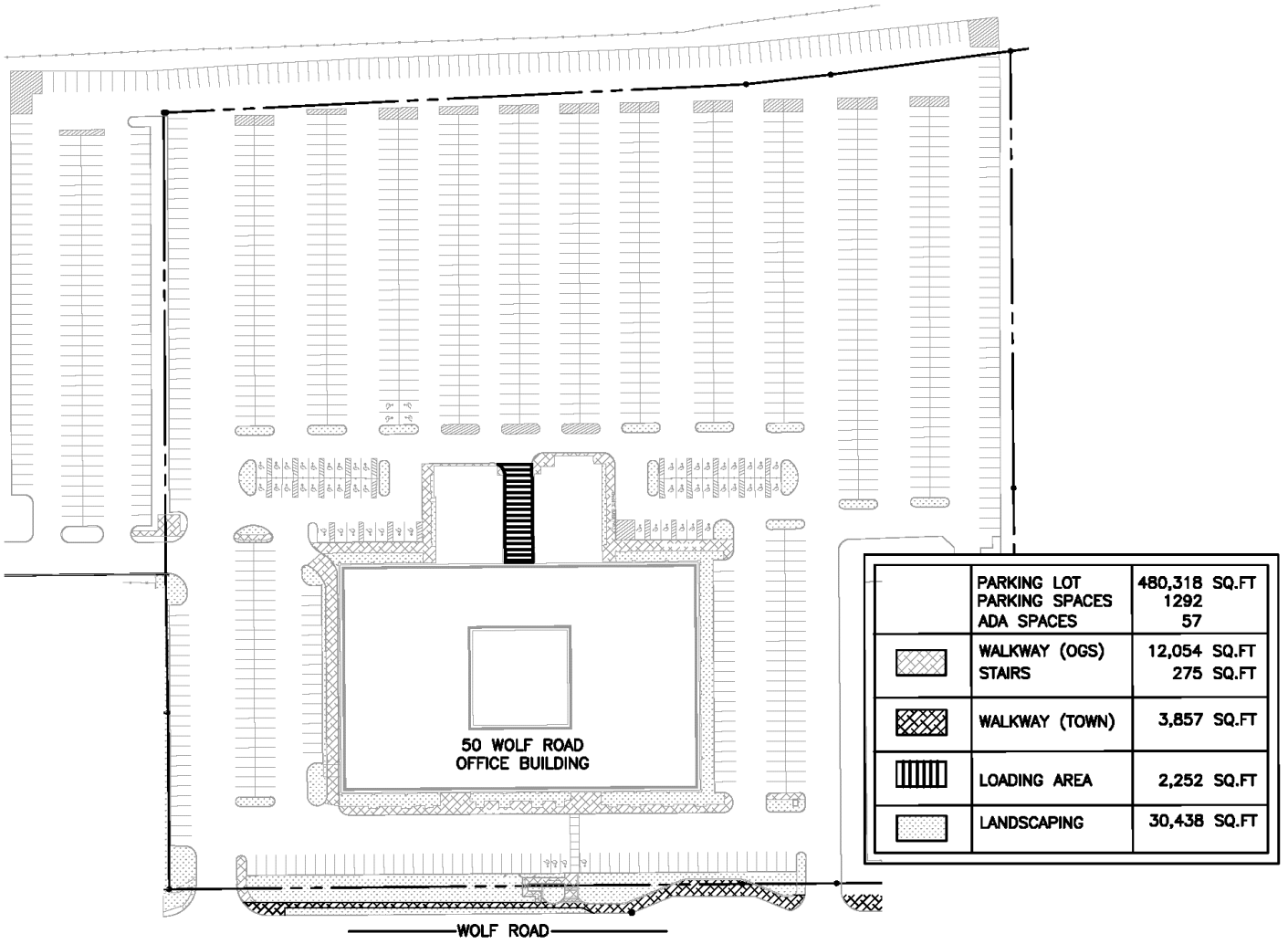
2.06 Drawings / Site Plans

The following reference drawings are included herein for bidders' information only in preparing their bid. To the best of the Office of General Service's (OGS) knowledge and belief, the drawings accurately represent actual site conditions in terms of size, shape, access, and amenities such as Islands, light poles, signage, etc. The OGS is not responsible for the accuracy and/or completeness of the drawings. Bidder must physically verify all site conditions of each facility and submit their bid accordingly.



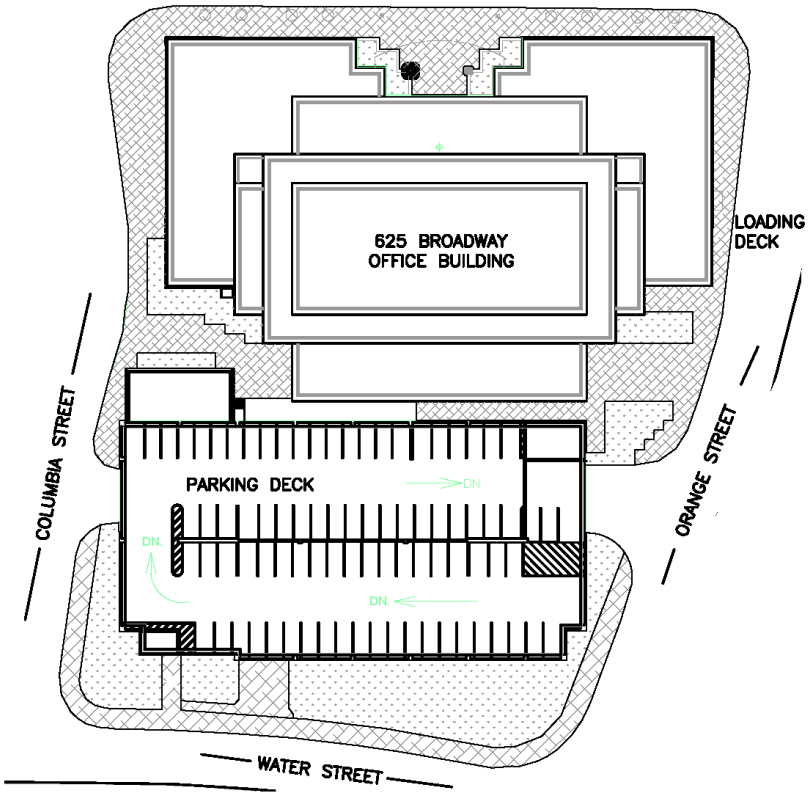
	PARKING LOT PARKING SPACES ADA SPACES	307,280 SQ.FT 894 4
	WALKWAY/STAIRS (OGS)	18,090 SQ.FT
	WALKWAY (CITY)	3,020 SQ.FT
	LANDSCAPING	104,250 SQ.FT
	LOADING AREA	1,100 SQ.FT

1 **44 HOLLAND AVE. - PARKING LOT PLAN**
SCALE: N.T.S.



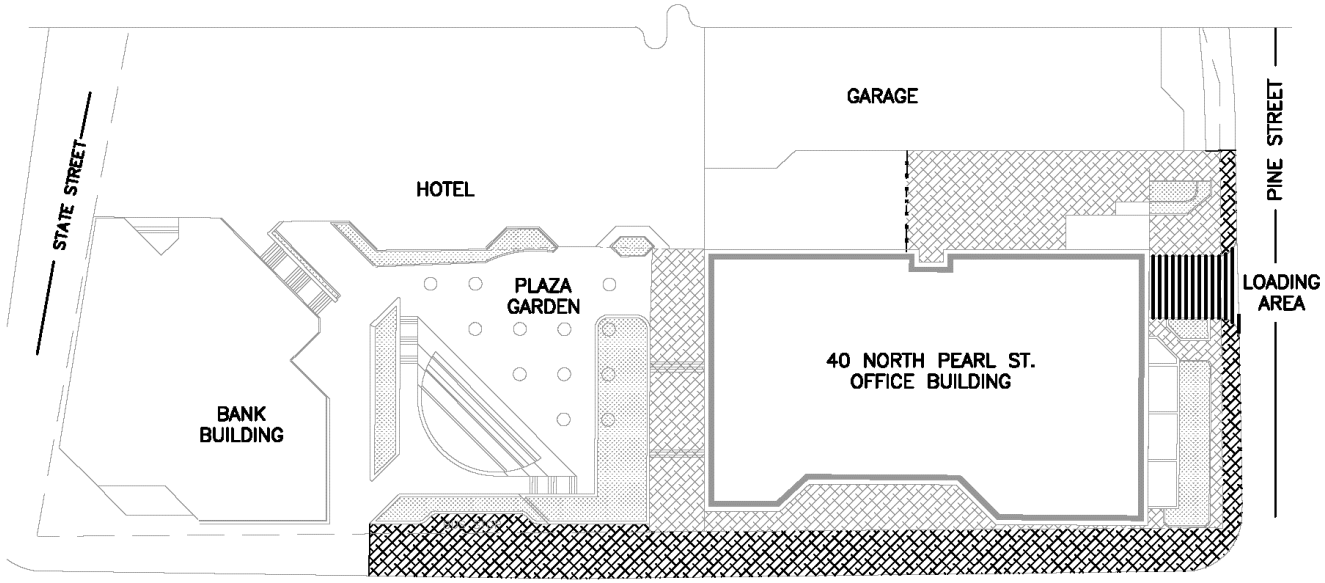
	PARKING LOT PARKING SPACES ADA SPACES	480,318 SQ.FT 1292 57
	WALKWAY (OGS) STAIRS	12,054 SQ.FT 275 SQ.FT
	WALKWAY (TOWN)	3,857 SQ.FT
	LOADING AREA	2,252 SQ.FT
	LANDSCAPING	30,438 SQ.FT

1 50 WOLF ROAD. - PARKING LOT PLAN
SCALE: N.T.S.



	PARKING DECK	28,623 SQ.FT
	PARKING SPACES (ON DECK)	83
	WALKWAY/STAIR (OGS)	23,460 SQ.FT
	LANDSCAPING	12,965 SQ.FT

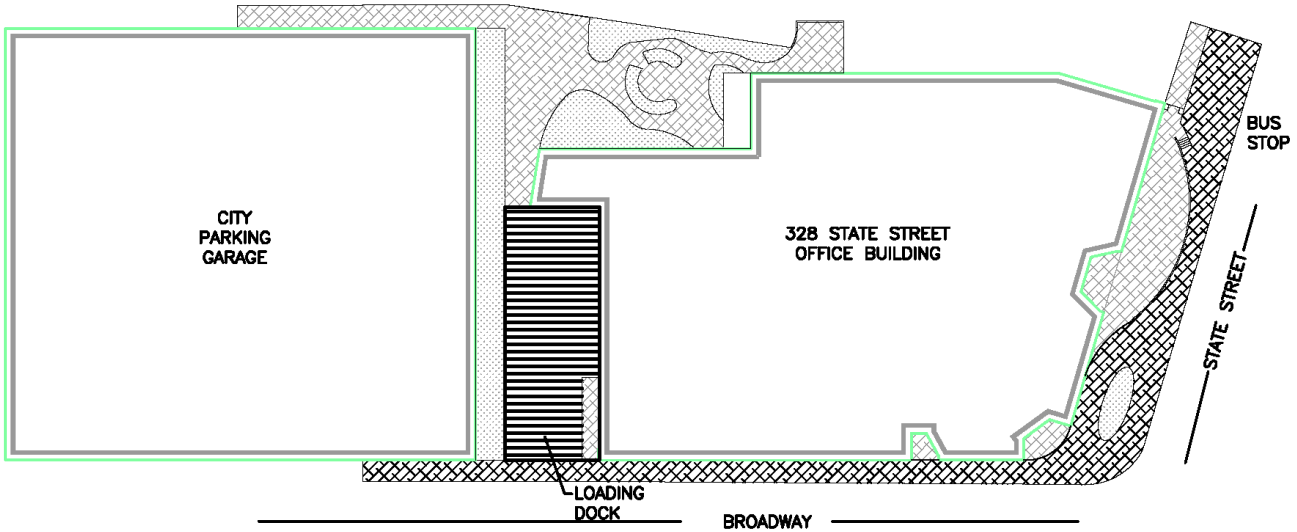
1 625 BROADWAY - PARKING DECK & SITE PLAN
SCALE: N.T.S



1 40 NORTH PEARL STREET, TEN EYCK BUILDING - SITE PLAN
SCALE: N.T.S

CALLED TRUE

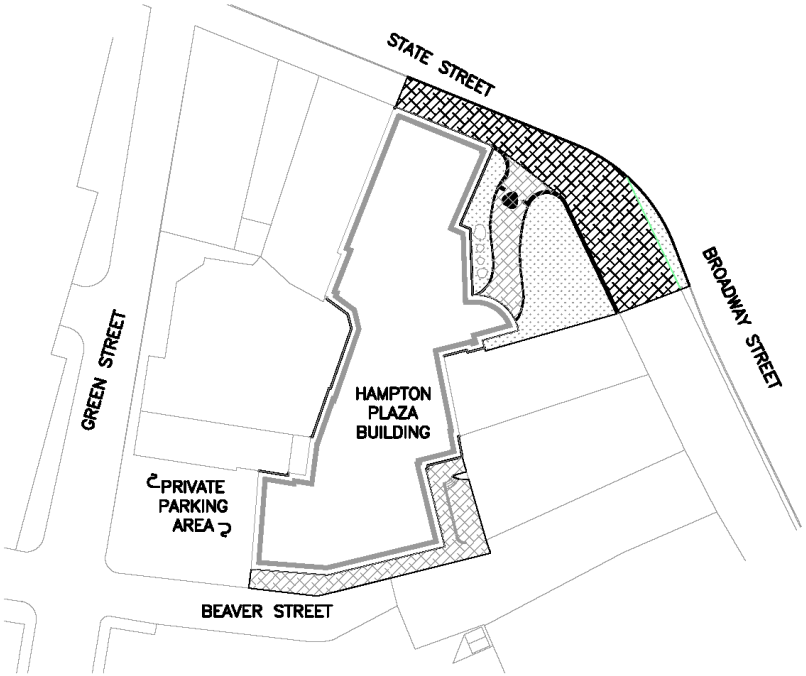
	WALKWAY/STAIR (OGS)	8,880 SQ.FT
	WALKWAY (CITY)	7,350 SQ.FT
	LOADING AREA	900 SQ.FT
	LANDSCAPING	4,500 SQ.FT



1 328 STATE ST. SCHENECTADY - SITE PLAN
SCALE: N.T.S

CALLED
TRUE

	WALKWAY/STAIR (OGS)	7,190 SQ.FT
	WALKWAY (TOWN)	5,810 SQ.FT
	LOADING AREA	3,500 SQ.FT
	LANDSCAPING	3,960 SQ.FT



	WALKWAY/STAIR (OGS)	2,700 SQ.FT
	WALKWAY (TOWN)	3,780 SQ.FT
	LANDSCAPING	2,765 SQ.FT

1 HAMPTON PLAZA - SITE PLAN
SCALE: N.T.S

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Exhibit B-7

Building Asset & Equipment Inventory

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LOT 1

44 Holland Ave

- Building Asset Inventory
- Equipment Inventory – Maintenance Department
- Equipment Inventory - Housekeeping Department

50 Wolf Road

- Building Asset Inventory
- Equipment Inventory – Maintenance Department
- Equipment Inventory - Housekeeping Department

625 Broadway

- Building Asset Inventory
- Equipment Inventory – 6th Floor Cafe
- Equipment Inventory – Maintenance Department
- Equipment Inventory - Housekeeping Department

40 North Pearl Street (Ten Eyck)

- Building Asset Inventory

LOT 2

328 State Street

- Building Asset Inventory
- Equipment Inventory

38-40 State Street (Hampton Plaza)

- Building Asset Inventory
- Equipment Inventory

44 Holland Avenue; Building Asset Inventory

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
44 Holland Avenue – Building System Controls						
Solidyne Building Control system	1	Soildyne				
44 Holland Avenue – Emergency Generator						
~~Emergency Generator 800 kw~~	~~1~~	~~Caterpillar~~	~~3412~~		~~Good~~	
Stand-by generator 100 kw	1	Onan	100DGBL30481A		Good	
Stand-by generator Manual Transfer Switch	1	Onan	OTCU150G15G		Good	
Emergency Generator Automatic Transfer Switch	1	Onan	OTIII		Good	
44 Holland Avenue – Fire Alarm						
Simplex 4100U Fire Alarm Panel	1	Simplex	4100U		Good	
Photo Smoke Detector	87	Simplex	20098-9201		Good	
Heat Detector	6	Simplex	Various		Good	
Pull Station	27	Various	Various		Good	
Fire Pump	1	Fairbanks Morse	2800		Good	
Fire Bell/Strobe	63	Wheelock	Varies		Good	
Building Public Address System	1	Architectural Acoustics			Good	
Door Holders	4	Various	Varies		Good	
FM-200 Computer Room System	2	Kidde			Good	
Building Fire Sprinkler System	1	Viking	H1		Good	
Kitchen Hood System	1	Kitchen Knight	PCL		Fair	
44 Holland Avenue – HVAC						
Carrier 300 ton Centrifugal Chiller	1	Carrier	19XR	2121287BHH64	Good	
Carrier 325 ton Centrifugal Chiller	1	Carrier	19XR	2021287BHH65	Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Cooling Tower	1	Marley	Quadraflow		Good	
Domestic Hot Water Holding Tank	1	Ergomax	E109		Good	
Djerland Boiler Draft Inducer Fan	1	Djerland	HVX9000		Good	
Cafeteria Air Handling Unit	1	McQuay	Seasonmaster		Good	
Condenser Water Pump	1	Armstrong	8XGX134030		Good	
Domestic Hot Water Circulator Pump	1	Armstrong	3X3X84380		Good	
Cooling Tower Treatment System	1	Walchem	WCT310-142		Good	
Supplemental AC Unit 8th Room Conf Room	1	Mitsubishi	PUYA36NHA3		Good	
Supplemental Cooling Unit (news Stand)	1	Mitsubishi	PUYA24NHA3		Good	
Loading Dock Heater	1	Trane	7AGS		Good	
Trash Room Heater	1	Trane	70S		Good	
Building Chill Water Circulating Pump	2	Siemans	PE2T1CUS		Good	
Building Heating Water Circulating Pump	2	A.O. Smith	T35037		Good	
Building Supply Fan	2	Trane			Good	
OPWDD Liebert Units	2	Liebert	Maintained by OPWDD		Good	
CapNet Liebert units	2	Liebert	Maintained by OFT		Good	
Ventilation Units	3	McQuay			Good	
Domestic Water High Service Pump	2	Marathon	5F215TTZR7043A AW		Good	
Vestibule heaters	6	Trane			Good	
Refrigeration Monitoring System	1	MSA	Chillguard LE		Good	
Building Perimeter Zone Pump	8	A.O. Smith			Good	
Building Exhaust Fan	4	McQuay			Good	
Cafeteria Walk in Coolers	4	Maintained by OGS Food Service			Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Patterson Kelly Hot Water Boiler	5	Patterson Kelly	Mach C-2000		Good	
Boiler Circulator Pump	5	Armstrong	3X3X84380		Good	
OMH Liebert Units (2nd Floor Computer Room)	7	Liebert	Maintained by OMH		Good	
Air Handling Unit	18	Mcquay	XLS228V		Good	
Perimeter Fan Coil Units	457	Trane	Various		Good	
44 Holland Avenue – Perimeter Access Control						
Building Access System	1	Maintained by OMH			Good	
44 Holland Avenue – Window Cleaning						
N/A						
44 Holland Avenue – Other						
Otis Passenger Elevator	3	Otis			Good	
Freight Elevator	1	Otis			Good	
Loading Dock Lift	1	Kelley	KDL685SM	13665	Excellent	
OMH Computer Room UPS	1	Maintained by OMH			Fair	
Building Motor Control Center	1	Square D	P52		Fair	
4th floor white noise system	1	Maintained by OPWDD			Good	
4th floor lighting occupancy system	1	Watt Stopper	Various		Good	
Lawn Irrigation System	1	Hunter	Various		Good	
Roof Irrigation System	1	Hunter			Good	
Hardscape systems - Parking lots, sidewalks & Building façade	1	N/A			Fair	
Backflow Preventers	3	Watts	Various		Good	
Handicapped automatic doors	22	Power Access			Good	

44 Holland Avenue; Equipment Inventory – Maintenance Department

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Gas Pressure Washer	1	Husky	HU80722	AL1135945	Excellent	440117HOL
Vacuum Pump	1	Robinair	15500		Excellent	440120HOL
Electronic Refrigerant Scale	1	TIF	9010A	60811001499	Excellent	440121HOL
Leak Detector	1	TIF	8800A		Fair	440122HOL
Cordless Reciprocating Saw	1	Milwaukee	2620-20	B58AD08382121	Good	440124HOL
Cordless Circular Saw	1	Milwaukee	2620-30	B57AD08375082	Good	440125HOL
Cordless Drill	1	Milwaukee	2620-10	B228AD08383602	Good	440126HOL
Cordless Impact Driver	1	Milwaukee		B55AD083904344	Good	440127HOL
18V Cordless Battery Charger	1	Milwaukee	49-59-1801	B29AH08424439	Good	440128HOL
Bench Grinder	1	Powa-Craft		FCR5141A	Fair	440129HOL
Impact Driver	1	Milwaukee		229BD08320474	Good	440130HOL
Cordless Drill	1	Dewalt	DC730	981325	Good	440131HOL
Chain Hoist	1	Hurricane	B08048078	015T/1	Good	440132HOL
Snow blower	1	Ariens	924073	4983	Fair	440135HOL
7 Drawer Top Tool Chest	1	Westward	1RC69		Good	440136HOL
3 Drawer Intermediate Tool Chest	1	Westward	1RC64		Good	440137HOL
5 Drawer Tool Cabinet	1	Westward	1RC67		Good	440138HOL
Tool Project Center	1	Westward	1RC70		Good	440139HOL
HP All in One Printer/Scanner/Fax	1	Hewlett Packard	C8192A	MY8638507R	Good	440140HOL
Snow blower	1	Ariens	921018	002080	Good	440140HOL
Drain Cleaner	1	Ridgid	k-400	VBM537640210	Good	440141HOL
Reciprocating Saw	1	Dewalt	DW304PK	243647	Good	440142HOL
3/8 VSR Drill	1	Ridgid	R7001	CS103642890	Good	440143HOL
Jump Pack battery starter	1	Black & Decker	JUS350B		Good	440144HOL
Husky Air Portable Compressor	1	Husky	H15123TK	02873	Good	440145HOL
Ryobi Palm Sander	1	Ryobi	AJ1148	50459	Good	440146HOL
Angle Grinder	1	Ryobi	AB1131	31511	Good	440147HOL
Balometer flow Hood	1	Alnor	6200	71215314	New	440148HOL
Fiberglass type 1A stepladder	9	Werner			Good	
Fiberglass type 1A stepladder 9’	1	Werner			Good	
Fiberglass type 1A stepladder 8’	1	Werner			Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Fiberglass type 1A extension ladder	1	Werner			Good	

44 Holland Avenue; Equipment Inventory – Housekeeping Department

Focus II Boost Floor Machine	1	Clarke	05364A	0633026590	New	440100HOL
Mini Carpet extractor	1	Tenant	607713	607713-10413831	New	440101HOL
Voyager Duo	1	Voyager	10086260	100861300000073	New	440102HOL
Wet/Dry Vacuum	1	Summit	70-714010	0816075341	New	440103HOL
Side X Side	1	Hawk	HP1520-25	633026590	New	440104HOL
Wide Area Vacuum	1	Eagle	48-TK464E	8000054542	New	440105HOL
High Speed Buffer	1	Hawk	HCF1520-2MDC	810039437	New	440106HOL
Canister Vacuum	1	Tenant	6142151207B	162999	New	440107HOL
Canister Vacuum	1	Tenant	6142151207B	162982	New	440108HOL
Canister Vacuum	1	Tenant	6142151207B	162181	New	440109HOL
Back Pack Vacuum	1	ProTeam	SCM1282	62-142332	New	440110HOL
Back Pack Vacuum	1	ProTeam	SCM1282	62-142402	New	440111HOL
Carpet Extractor	1	Tenant	607682	10420329	New	440112HOL

* * * * *

50 Wolf Road; Building Asset Inventory

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
50 Wolf Road – Building System Controls						
Metasys Extended ArchitectureSoftware	1	Johnson Controls	MSEA	N/A	Good	
Operator Work Station	1	Dell	Optiplex 360	7FSQBK1	Good	
Metasys Server	1	Dell	Optiplex 780	1WKRFN1	Good	
NAE Controller	5	Johnson Controls	MS-NAE4510-2	N/A	Good	
DX9100 Controller	6	Johnson Controls	DX9100	N/A	Good	
VMA Controller	375	Johnson Controls	APVMV1420	N/A	Good	
UNT Controllers	58	Johnson Controls	UNT-101	N/A	Good	
50 Wolf Road – Emergency Generator						
Emergency Generator	1	Caterpillar	Engine 3512 Generator SR4B	Engine 0CMJ00620/1 97-9048 Generator 2DM020580/1 44-1772	Good	
50 Wolf Road – Fire Alarm						
Fire Alarm Panel	1	Edwards Systems Technologies	EST 3	N/A	Good	
Fire Alarm Annunciator Panel	4	Edwards Systems Technologies	EST 1	N/A	Good	
Duct Smoke Detector	38	Edwards Systems Technologies	SIGA-PS	N/A	Good	
Heat Detector	75	Edwards Systems Technologies	SIGA-PH	N/A	Good	
Smoke Detector	625	Edwards Systems Technologies	SIGA-PS	N/A	Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Pull Station	22	Edwards Systems Technologies	N/A	N/A	Good	
Fire Extinguishers	107	Amerex	N/A	N/A	Good	
Fire Standpipe System	1	N/A	N/A	N/A	Good	
FM-200 Clean Agent System	1	Pemall	RP-1002	N/A	Good	
50 Wolf Road – HVAC						
Cooling Tower For Trane Screw Chiller	1	Trane	RTCA0704F00A300GKMN	U03F00787	Good	
Cooling Tower 1	1	Marley	NC-235662-A2	NC-8306F20S	Good	
Cooling Tower 2	1	Marley	NC-235661-A1	NC-8306F2CS	Good	
Chiller #1	1	Trane	CVHF640	L03G05973	Good	
Chiller #2	1	Carrier	19XL5353371CQ	`1094J48276	Good	
Chiller #3	1	Trane	RTUA0704YE01R3DOVFN	U03F00663	Good	
Domestic Hot Water Pump 1	1	Taco	ZXM101167A	185-101	Good	
Refrigerant Leak Monitor System	1	HaloGuard	1CG2ACLB	3335	Good	
Domestic Hot Water Heater	2	A.O. Smith	BTH199A970	N/A	Good	
Condenser Water Pump	2	Paco	17-80951-1A0101-1872EE	N/A	Good	
Supply Pressurization Fans	2	Twin City Fan	FCV	N/A	Good	
Ductless Split System	2	Liebert	MMD36EX000	N/A	Good	
Humidifier Systems	2	Nortec	NHP010	N/A	Good	
Desiccant De-Humidifier	2	Munters	HC300	N/A	Good	
Tower Chemical treatment systems	2	Walchem	WCT310-1N2	N/A	Good	
Air Handler	4	Governaire	RSA-11-E	32964	Good	
Heating Water Pump	6	Baldor	EM2513T	N/A	Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Chilled Water Pump	6	Baldor	EM2531T	N/A	Good	
Liebert CRAC Units	6	Liebert	DH199AUAGEI	N/A	Good	
Condensing units for Liebert CRACS	6	Liebert	DCDF217CAS4046	N/A	Good	
Fulton Pulse Boiler for Heating	8	Fulton Pulse	PHW-1400	N/A	Good	
Return Air Fan	8	Governaire	32963RF1-RF2	N/A	Good	
Supply Air Fans	8	Governaire	32963SF1-SF2	N/A	Good	
Hot Water Unit Heaters	10	Trane	UHSA060S8EAA1T000000	N/A	Good	
Variable Frequency Drives	24	ABB	N/A	N/A	Good	
VAV Box	375	Envirotech	N/A	N/A	Good	
Exhaust Fan	34	Carnes	FCV122	N/A	Good	
Fan Coil Unit	40	Trane	FCDB1001C	N/A	Good	
50 Wolf Road – Perimeter Access Control						
Intrusion System	1	Bosch	D7212GV3	ITS/DX40	Good	
Panic Button system	1	DMP	XT30/XT50	4510	Good	
Card Access/Mag-Lock System	1	GE	N/A	N/A	Good	
CCTV System	1	Pelco	DX8100	N/A	Good	
50 Wolf Road – Window Cleaning						
N/A						
50 Wolf Road – Other						
480V Distribution Switchgear	1	Siemens	17-72458-C0010	N/A	Good	
Data Center UPS	1	Liebert	UDA63227A36AD37	C255643/LI0507	Good	
White Noise System	1	QSC Audio	ISA800T	N/A	Good	
Irrigation System	1	Hunter	PC300	N/A	Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Domestic Water Filtration System	1	Harmsco	BCB-2-2EXT	N/A	Good	
Built up Modified Bitumen Roof System	1	Johns Manville	N/A	N/A	Good	
Hardscape systems - Parking lots, sidewalks & Building façade	1	N/A	N/A	N/A	Good	
Loading dock leveling system	1	Kelley	N/A	N/A	Good	
13.2 KV Switchgear	2	S&C Electric	CDA-775762	N/A	Good	
13.2 KV to 480V transformers	2	N/A	N/A	N/A	Good	
Grinder Pumps	2	Goulds	S10020N1	N/A	Good	
Liebert PDU	2	Liebert	PPA150C	547252-002	Good	
Automatic transfer Switches	3	Russell Electric	2000	N/A	Good	
Closed Loop Filters	3	Hayward	SBF0104-AB21	N/A	Good	
Backflow Preventers	3	Watts	M101	N/A	Good	
Traction type elevators	5	Thyssen Krupp	GD-200	0830620621	Good	
Cluster Fly Light Traps	10	Vector	182536	N/A	Good	
Commercial Coolers	12	ColdTech	J4SRF40BQ	N/A	Fair	
Water coolers	12	Oasis	WF362	N/A	Good	
Lighting Panels	15	Lithonia	Synergy SYSCMLXIP	N/A	Good	
Handicapped door openers	26	Nabco	Gyrotech 710	N/A	Good	

50 Wolf Road; Equipment Inventory – Maintenance Department

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
26" snow blower	1	Ariens	926037	1915	Good	277
9 gallon shop vacuum	1	Rigid	WD09700	10299R0589	Good	278
6" Bench Grinder	1	Dayton	4Z123G	n/a	Good	105
Battery Charger	1	Husky	HSK1084	OFI20A303351	Good	114
Reciprocating Saw	1	Porter Cable	9748	944671	Good	151
6.5 hp Lawn Mower	1	Scotts	22965X8A	742871040580011	Good	224

50 Wolf Road; Equipment Inventory – Maintenance Department

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Wet/ Dry Vacuum	1	Power Flite	PF-47	9149	Fair	223
18V Fluorescent Area Light	1	Dewalt	DC527	160866	New	124
Large Gang Box	1	Dayton	6A577A	n/a	Good	199
Drum type Drain Snake	1	Rigid	R375	VV-31945-D94	Good	133
Drill Press	1	Jet	JDP14JF	1070640	Good	104
24' Extension Ladder	1	Werner	D1524-2	n/a	Good	225
Electric Air Compressor	1	Sanborn	3-HP	L1780333	Good	135
Key Machine	1	HPC Inc.	6666HQT	AT09247	New	102
Electric Air Compressor	1	Speedaire	4B227E	L2/26/04-00094	Good	134
Electric Air Compressor	1	Speedaire	4B227E	L2/26/04-00096	Good	169
Panther Roof Cart	1	Panther	n/a	n/a	Good	168
Panther Roof Cart	1	Panther	n/a	n/a	Good	177
Job Box	1	Job Box	654990R4	n/a	Good	147
Platform Truck	2	Rubbermaid	5M703	n/a	Good	106/227*
18V Circular Saw	1	Dewalt	DC390	46797	Good	127
Job Box with Sloped Lid	1	Job Box	656990	n/a	Good	116
Pallet Jack	1	Lift Rite	4040223-04	LR55270048	Good	132
18v Jigsaw	1	Dewalt	DW933	126438	Good	126
Kinetic Water Ram	1	Hydraulic Mfr.	DL0187	n/a	Good	154
Cordless Reciprocating Saw	1	Dewalt	DW938	909867	Good	152
Power Vep Pipe Cleaner	1	General	6355GWS	1PVW0529	Good	115
Right Angle Grinder/Sander	1	Bosch	1347	610546	Good	129
Circuit Tracer Kit	1	Pasar	4024140238	n/a	Good	108/109
Laptop Computer	1	Dell	PP01L	CN-04P2-404864335U2488	Good	157
Non-network Desktop	1	Dell	DHS	4MDQ3J1	Good	260
BMS Desktop Computer	1	Dell	DHM	H530Y21	Good	158
BMS Monitor	1	Dell	na	OCC280-71618-67L-AA0L	Good	267
Light Meter	1	Extech	EA-30	60200783	Good	113
Laser No contact Therm.	1	Raytek	104355	RAYL000289233	Good	150
Lamp Tester	1	Beha/Greenlee	LT277	n/a	Good	110
3 in 1 Temp/Humid/Air Flow Meter	1	Extech	45160	Q300731	Good	111

50 Wolf Road; Equipment Inventory – Maintenance Department

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Palm Sander	1	Dewalt	D26451K	997092	Good	125
Push Sweeper	1	Dayton	52042	n/a	Good	138
Tool Cart	2	Westward	5HM85W	n/a	Good	143/166
Circular Saw	1	Skilsaw	5400	n/a	Good	121
18v combo wet/dry vacuum	1	Dewalt	DC500	81999	Good	155
Pneumatic Drill	1	Dayton	4Z699	117372	Good	122
Pneumatic Die Grinder	1	Dayton	2Z484C	128203	Good	123
Pneumatic Ratchet	1	Ingersol Rand	109XP	n/a	Good	181
Pneumatic Impact Wrench	1	Dayton	6Z830D	3817	Good	148
Clamp-on ammeter	1	Fluke	334	83717752	Good	112
Clamp-on ammeter	1	Fluke	334	83717767	Good	117
High Voltage Detector	1	Salisbury	4244	n/a	Good	213
Clamp on pipe freeze kit	1	Cold Shot	n/a	n/a	Good	128
Fiberglass type 1A ladder	1	Werner	8'	n/a	Good	139
Fiberglass type 1A ladder	1	Werner	8'	n/a	Good	149
Fiberglass type 1A ladder	1	Werner	8'	n/a	Good	161
Fiberglass type 1A ladder	1	Werner	8'	n/a	Good	164
Fiberglass type 1A ladder	1	Werner	6'	n/a	Good	140
Fiberglass type 1A ladder	1	Werner	6'	n/a	Good	160
Fiberglass type 1A ladder	1	Werner	6'	n/a	Good	162
Fiberglass type 1A ladder	1	Werner	6'	n/a	Good	165
Fiberglass type 1A ladder	1	Werner	6'	n/a	Good	175
Fiberglass type 1A ladder	1	Werner	6'	n/a	Good	141
Fiberglass type 1A ladder	1	Werner	10'	n/a	Good	179
Hammer Drill	1	Dewalt	DW505	968692	Good	230
Ladder Cart w/ cabinet	1	Rubbermaid	n/a	n/a	Good	103
Fiberglass type 2 ladder	1	Werner	4'	n/a	Good	178
Metal type 2 ladder	1	Werner	4'	n/a	Good	176
Electric Pressure Washer	1	Husky	1800S	704139287	Good	156
Humidity and Temp. Chart Recorder	1	Extech	RH520	CH02983	Good	131
Rolling Tool Cabinet	1	Proto	J442742-12RD	n/a	Good	101

50 Wolf Road; Equipment Inventory – Maintenance Department

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Tool Chest	1	Proto	J442719-12RD	n/a	Good	100
Portable Shop Vac	1	Dewalt	DC500	450479	Good	216
Infrared Thermometer	1	Fluke	62	94045955	Good	215
Wet Dry Vacuum	1	Rigid	WD1950	07161R0730	Good	216
18V Cordless Drill/Driver	1	Dewalt	DC759	790444	Good	221
3500W Gas Generator	1	Briggs and Stratton	30208	1014638539	Good	222
Corded Jig Saw	1	Dewalt	DW317	995086	Good	226
VSR Electric Drill	1	Dewalt	D21009	814306	Good	228
Heat Gun	1	Milwaukee	8975	731-608189	Good	229
A/V Cart (plumbing)	1	n/a	n/a	n/a	Good	232
Fiberglass Type II ladder	1	Werner	4'	n/a	Good	231
9hp Snow Thrower	1	Ariens	921004	1527	Good	233
3 shelf work cart	1	n/a	n/a	n/a	Good	234
Micro See Snake	1	Rigid	n/a	n/a	Good	235
Drill Bit Sharpener	1	Drill Doctor	750X	7325	Good	236
1/2 ton Chain Hoist	1	CM	series 622	RR-B	Good	238
Digital Psychrometer	1	Extech	RH300	9615805	good	245
Cordless Screwdriver	1	Bosch	PS20	784007336	Good	239
Refrigerant leak detector	1	Tif	TIFXL-1A	70812001493	Good	246
4wd Tractor	1	New Holland	T1030	Z8NXH1242	Good	249
Snow blower attachment	1	New Holland	GE2063	R07ZA053	Good	247
Rotary Broom attachment	1	New Holland	GE2895	R08XA012	Good	248
Broadcast Spreader	1	Earthway	2170	n/a	Good	250
Dell monitor	1	Dell	SE198WFP	OC558H	Good	266
4' Ladder	1	Werner	na	na	Good	263
Cordless Drill	1	Makita	DF030D	063137K	Good	252
Cordless Drill	1	Makita	TD090D	053599K	Good	251
14' Platform Ladder	1	Werner	na	na	Good	253
14' Platform Ladder	1	Werner	na	na	Good	254
1/4 hp submersible pump	1	Ridgid	TP-250	1096	Good	255
1/4 hp submersible pump	1	Ridgid	TP-250	1096	Good	256

50 Wolf Road; Equipment Inventory – Maintenance Department

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
1/4 hp submersible pump	1	Ridgid	TP-250	1096	Good	257
1 hp Submersible Pump	1	Ridgid	58321-RHD1	xx96	Good	258
Dehumidifier	1	LG	LHD659EBL	91EX0488	Good	259
Dehumidifier	1	LG	LHD659EBL	93EX0565	Good	264
Balometer	1	Alnor	na	70831073	Good	265
Cooling Tower Vacuum	1	Goodway	CTV-1501	2764	Good	270
Cooling Tower Vacuum Filter Rack	1	Goodway	CTV-F2	512	Good	269
18v drill/driver	1	Dewalt	DCD940	926305	Good	271
BMS computer monitor	1	Dell		LN/0D307TJ	Good	272
BMS computer	1	Dell	CN-0D307J-74445-960-6945-7F5AB1		Good	273
3/8 right angle Drill	1	Dwalt	DW960	871947	Good	274
Digital Thermometer	1	Cooper	SH664	N/A	Good	275
Orbital Saw	1	Dremel	6300	992	Good	276
Table Saw	1	Ryobi	RTS20	Z111843360	New	280
Moisture Meter Kit	1	General	M70-D	7D0912	New	281
Welding Helmet	1	Miller	ProHobby Series	N/A	New	282
Mig welder	1	Hobart	Handler 140	MB470948Y	New	283
Metal Cutting Chop Saw	1	Dewalt	D28710	98784	New	284
Drain Jetting Machine	1	Goodway	PJ-600-60	5592	New	285
1/2" Electric Impact Wrench	1	Dewalt	DCF889	995378	New	286
Cordless Hammer Drill	1	Dewalt	DCD985	164031	New	287
42" Flat Panel Monitor	1	TCL	LE42FHDE5300	M185FF700027	New	288
Laser Jet Printer	1	H.P.	Laser Jet 200	CNB9D9470X	New	289
Arc Flash PPE Kit w/ Carry Bag	1	Salisbury	N/A	N/A	Good	
Digital Camera 12MP	1	Fuji	FinePix J2300	0B807821	Good	290
Drum Style Drain Cleaner	1	Rigid	K-400	VBM703271210	Good	291
Tractor Mount Tailgate Spreader	1	Snowex	SP-100	X1230307	Good	292

50 Wolf Road; Equipment Inventory – Housekeeping Department

Floor Buffer	1	Power Flite	M202-3+	11726	Good	205
Carpet Extractor	1	US Products	King Cobra 500 series	03594E	Good	203

50 Wolf Road; Equipment Inventory – Housekeeping Department

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Canister Vacuum	1	Nilfisk	GD1005	5260459	Fair	193
Canister Vacuum	1	Tennant	607961	GV50500000176099	Fair	187
Canister Vacuum	1	Betco	piccolo	192164	Fair	196
Canister Vacuum	1	Advance	GD2000	35000022	Fair	NI
Canister Vacuum	1	Advance	GD2000	35000028	Fair	NI
Canister Vacuum	1	Nilfisk	GD1005	AD5070934	Fair	NI
Battery Charger	1	Lester Electric	n/a	460400576	Good	206
Floor Scrubber	1	Tennant	9000944	900094-10216164	Good	170
5 gal mop bucket w/ wringer	**8*	*Rubbermaid*	*n/a*	*n/a*	*Good*	*NI*
Janitor Cart	1	Continental/Rubbermaid	Rubbermaid 6183	n/a	Good	173
Janitor Cart	1	Continental/Rubbermaid	Rubbermaid 6183	n/a	Good	183
Janitor Cart	1	Continental/Rubbermaid	Rubbermaid 6183	n/a	Good	184
Janitor Cart	1	Continental/Rubbermaid	Rubbermaid 6183	n/a	Good	185
Janitor Cart	1	Continental/Rubbermaid	Rubbermaid 6183	n/a	Good	186
Janitor Cart	1	Continental/Rubbermaid	Rubbermaid 6183	n/a	Good	189
Janitor Cart	1	Continental/Rubbermaid	Rubbermaid 6183	n/a	Good	191
Janitor Cart	1	Continental/Rubbermaid	Rubbermaid 6183	n/a	Good	192
Janitor Cart	1	Continental/Rubbermaid	Rubbermaid 6183	n/a	Good	209
32 gallon can w/ dolly	**11	Rubbermaid	n/a	n/a	Good	NI
Brute Caddy Bag	**9	Rubbermaid	2642	n/a	Good	NI
Wet/ Dry Vacuum	1	Tennant	3500	607673-10315958	Good	202
Backpack Vacuum	1	Tennant	M30902704	10703914	Good	171
Backpack Vacuum	1	Tennant	M30902704	10703912	Good	212
Backpack Vacuum	1	Tennant	M30902704	10703903	Good	190
Backpack Vacuum	1	Tennant	M30902704	10703904	Good	174
Backpack Vacuum	1	Tennant	M30902704	10703913	Good	172
Carpet Fan	1	Tennant	614277	6C008087	Good	198
Carpet Fan	1	Tennant	614277	6C008089	Good	197
Canister Vacuum	1	Euroclean	UZ934	6450003	Good	182
Canister Vacuum	1	Euroclean	UZ934	6450009	Good	363
Floor Buffer	1	Tennant	F5	900181-10327518	Good	201
Wide area vacuum	1	Tennant	3280	607734-10328026	Good	211

50 Wolf Road; Equipment Inventory – Housekeeping Department

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Hip Vacuum	1	Nilfisk	UZ964	064-200-2773	Good	362
Hip Vacuum	1	Nilfisk	UZ964	642002766	Good	361
Locker Set	1	Hallowell	numbered 1-18	n/a	Good	207
Locker Set	1	Hallowell	numbered 19-36	n/a	Good	208
Backpack Vacuum	1	Pro-Team	DT100	DT 16-023553	Good	360
Backpack Vacuum	1	Pro-Team	DT100	DT 16-023554	Good	364
Backpack Vacuum	1	Pro-Team	DT100	DT 16-023555	Good	210
Backpack Vacuum	1	Hawk	HV Breeze	604202872	Good	204
Carpet Machine	1	Tennant	1610	900050-10319278	Good	218
Charger	1	MAC	SCR242017	7017825	Good	219
Upright Vacuum	1	Tennant	614215	157158	Good	240
Upright Vacuum	1	Tennant	614215	157156	Good	241
Upright Vacuum	1	Tennant	614215	157155	Good	242
Upright Vacuum	1	Tennant	614215	157145	Good	243
Upright Vacuum	1	Tennant	614215	157150	Good	244

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625 Broadway; Building Asset Inventory

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
625 Broadway - Building System Controls						
EMS - Metasys System Server MEAS Program/Software	1	DELL Optiplex	780		Good	
AHU Controllers	10	Johnson Controls			Good	
VAM Controller	344	Johnson Controls			Good	
DX 9100 Controllers	4	Johnson Controls			Good	
MIG Integration	3	Johnson Controls			Good	
NCM	7	Johnson Controls			Good	
Operator Workstation	3	DELL Optiplex	755		Good	
UNT Controllers	36	Johnson Controls			Good	
TC-9100	9	Johnson Controls			Good	
625 Broadway - Emergency Generation						
480v 1500 kw Emergency Generator.	1	Milton CAT	3512	6WN00480	Good	
625 Broadway - Fire Alarm						
Simplex 4120 Fire Panel w/4 remote panels.	5	Simplex	4120	1195905 4400 W	Good	
Annunciator Panel	1	Simplex			Good	
Heat Detectors	101	Simplex	GSA 4098-9733		Good	
Smoke Detectors	224				Good	
Duct Detectors	54	Simplex	4098-9714		Good	
Pull Stations	50	Simplex	4099-9001		Good	
Fire Fighter phone jacks	58	Simplex	4590-A		Good	
Audible / Visual Strobes	448	Simplex	4906-9151 49069127		Good	
Fire Extinguishers	120	Amerex	S-500		Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Fire Standpipe System	1				Good	
Fire Pump 1000 gpm.	1	Fairbank-Morse			Good	
Wet Sprinkler System	1	Simplex			Good	
Stairwell pressurization system.	1	Simplex			Good	
Dry Sprinkler Systems	2	Simplex			Good	
FM-200 Systems. 1st floor	2	Cerberus	PCA-90560E		Good	
FM-200 System 3rd floor	2 1	Cerberus Siemens	PCA-90070-E CPY-150		Good	
FM-200 System 8th floor	1	Cerberus	PCA-90375-E		Good	

625 Broadway - HVAC						
Multi-Stack 150 ton modular water chiller.	1	Multi-Stack	MS30C2H2W-V		Good	
API-Schmidt/Bretten 150 ton heat exchanger.	1	Schmidt Bretten	SX29-1250-191		Good	
Dolphin Unit.	2	Clear Water Systems C.	Dolphin 3000		Good	
Trane 600 ton chillers.	2	Trane	CVHF0485		Good	
Domestic Booster pumps.	2	US Electric	S 687 A		Good	
RTUs.	2	Trane	TCD121C40AAA		Good	
Cold & Hot water pump VFDs.	5	ABB			Good	
Primary HW pumps.	2	Baldor	37T082766G1		Good	
Secondary HW pumps.	2	Baldor	EM 3313 T		Good	
Cooling Towers.	2	Marley	NC3202CS		Good	
Cooling Tower	1	IMECO	FCP-XL-530		Good	
Cooling Tower chemical dispensing systems.	3	ChemEnergy	AP1-BT		Good	
Secondary CW pumps.	3	Baldor	EM 255 IT		Good	
Hot Water Unit Heaters	3	AO Smith	DEL 6 102		Good	
Backflow preventers.	4				Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Cold & Hot water pump VFDs.	5	ABB			Good	
Primary CW pumps.	5	Baldor	EM 2513 T		Good	
Primary Condenser pumps.	5	Baldor	EM 2539 T		Good	
Cooling Tower VFDs.	6	ABB			Good	
Exhaust fans.	7	Twin City Fan Co.	TCWP2		Good	
Air Handling Units.	8	Trane	MCCA100GA MCC100UB MCCA066 MCCA066 MCCA080 MCCA080 MCCA080 MCCA080	K00C54432 500C54487 K00C51381 K00C54507 K00C54444 K00C54460 K00C52457 K00C52614	Good	
Fulton Pulse Heating Boilers.	8	Fulton	PHW 1400 CM		Good	
Return fans & VFDs.	8	Twin City Fan Co.	542-BAF-SW ABB Drive		Good	
Supply fans & VFDs.	8	Twin City Fan Co	402-BAF-SW ABB Drive		Good	
CRAC Liebert units 8th floor	2	Liebert	BU 102C-ASEI		Good	
CRAC Liebert units 8th floor	1	Liebert	BF 102C-ADEI 508 A		Good	
CRAC Liebert units 3rd floor	5	Liebert	CW 060 DCSA 37731-A		Good	
CRAC Liebert units 1st floor	2	VH 200 C ASEI	UH 200 C ASEI		Good	
Refrigerant Alarm System.	1	Vulcain-Honeywell	VA301 EM-20		Good	
AO Smith Domestic Hot Water Boilers.	2	AO Smith	LW 500-990		Good	
Cooling Tower VFDs.	6	ABB			Good	
Fan Coil Units - FCUs,	37	Trane			Good	
VAVs.	351	Enviro-Tech			Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
625 Broadway - Perimeter Access Controls						
CCTV System.	1	Security Integrations			Good	
Building wide Access Control System.	1	C-Cure / Passage Point	800 -8000		Good	
Intrusion Alarm system.	1	Security Integrations			Good	
625 Broadway - Window Cleaning						
Window Cleaning Scaffolding	1	Spider				
625 Broadway - Other						
34.5k Substation with duel primary feeds.	1	Powell Electric			Good	
Power-Guard photovoltaic array & Inverter system.	1	Power Light			Good	
Eco-Sep Oil separator - 160 gpm w/auto oil recovery.	1	Eco-Sep			Good	
Public Address System.	1				Good	
White Noise System - with 5 Amp. Units.	1				Good	
Panic Button (4 button) System	4	Simplex			Good	
Stevens Roofing System- warranty expiration 2016	1	Stevens			Good	
Hardscape Systems - Parking lots, sidewalks & Building façade	1				Good	
500 space 7 level Parking Garage	1				Good	
Loading dock leveling system	1	Kelley	AFX		Good	
Pit transformers 34.5 - 480v. & sump pumps.	2	R.E. Uptegraff Mfg. Co.			Good	
Transfer Switches.	8	Russell Electric			Good	
Otis freight elevator.	1	Otis			Good	
Otis passenger elevators.	9	Otis			Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Distribution Switch Gears.	10	Siemens			Good	
Commercial Pantry Coolers.	14	Jordon	SKT48SS		Good	
Lighting Panels	18	Lumisys			Good	
Handicapped Automatic Doors	30	Gyro-Tech			Good	
Water coolers	30	Halsey Taylor	0VLSEBPF		Good	
UPS System Data Ctn.	1	Maintained by DEC			Good	

625 Broadway; Equipment Inventory – 6th Floor Cafe

Hot Dog Steamer	1		DS-1A	4.3003E+11	Good	431
Single Convection Oven	1		ES10SC	01C09464	Good	438
Commercial Microwave	1		RFS-11-MPS	101165732	Good	428
Commercial Microwave	1		RFS-11-MPS	101165752	Good	429
Commercial Microwave	1		RFS-11-MPS	101165786	Good	430
4 bay steam table on wheels	1		MOD-400DM	CAG5085	Good	427
Simple steam counter steamer	1		EZ-5	Single DR	Good	440
Automatic Meat Slicer	1		2912	56-1138624	Good	434
Display Merchandise Refrigerator	1		RSSM-678SC	104170049	Good	432
2 Section R/I Refrigerator	1		DRA-2D-S7-LD	CO165970	Good	433
Sandwich Prep Refrigerator	1		UR-5-16	2 Dr. Under	Good	439
2 Section R/I Freezer	1		FA-2D-S7	C0165843	Good	435
Ice Machine - 400 lb. Cube	1		ICE-400 FAPB	K012-04531-7	Good	436
2 Section pass-thru refrigerator	1		R1A-2D-S7-PT	C0165991	Good	437

625 Broadway; Equipment Inventory – Maintenance Department

Whiptail Floor Fan	1	Whiptail	WT3SPD	WT3SPD-13148	Good	368
Whiptail Floor Fan	1	Whiptal	WT3SPD	WT3SPD-12919	Good	369
Dewalt Drill	1	DeWalt	DC759	998244	Good	391
8" utility vise	1		658HD		Good	392
Bench Grinder	1		4Z909C	Lot # 200104	Good	393
Earthway Spreader (ice melt)	1	Earthway	2400-S		Fair	394
Earthway Spreader (ice melt)	1	Earthway	2400-S		Fair	395

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Building Managers Computer	1	Dell	Dell-	64FZ861	Good	398
3' Flat Cart	1		4403		Good	399
Dewalt Reciprocating Saw	1	DeWalt	DW938	989879	Good	400
Dewalt Hammer Drill	1	DeWalt	DC925	733996	Good	401
Elevator Computer	1		Dell-GX200	35RT2020B	Good	402
Jig Saw	1		62AE5-61300	749B401180007	Good	403
Samsung Digital Camera	1	Samsung	CX-6330	KCKCL35024251	Good	404
Makita Cordless Drill	1	Makita	6337D	449308-A	Good	406
Milwaukee Drill Drain Snake	1	Milwaukee	0566-1	496C504060230	Good	407
Monitor - Dell	1	Motorola	Dell-		Good	408
Motorola 2 Way Radio CP-150	1	Motorola	AAH50RCC9AA1AN	018TETD411	Good	409
Motorola 2 Way Radio CP-150	1	Motorola	AAH50RCC9AA1AN	018TETD344	Good	410
Motorola 2 Way Radio CP-150	1	Motorola	AAH50RCC9AA1AN	018TETD349	Good	411
Motorola 2 Way Radio CP-150	1	Motorola	AAH50RCC9AA1AN	018TEW572	Good	412
Motorola 2 Way Radio CP-150	1	Motorola	AAH50RCC9AA1AN	018TEWF581	Good	413
Saws-all	1	Saws-All	65RJO-92101	962E301270296	Good	414
11 Calorie ARC Flash Jacket	1		JSHV1132-L	Batch #54266	Good	415
11 Calorie ARC Flash Overalls	1		ACB1130BL-L	Batch #45391	Good	416
67 Calorie ARC Flash Hood	1				Good	417
ARC Flash Face Shield	1		AS1000		Good	420
Air Compressor	1		4YN50	L7-23-2001-00028	Good	421
5' Flat Cart	1		4466		Good	422
Rigid Drain Clean Snake	1	Rigid	K-40	VAW 230190407	Good	423
24' Extension Ladder	1		51751-01911	D6224-2	Good	425
Duracell Battery Charger	1	Duracell	CEF-12N	02E-30G	Good	426
Dewalt Circular Saw	1	DeWalt	DC936	832574	Good	461
Tennant Sweeper - Rider Type	1	Tennant	M-6500	6500-20164	Good	467
Ariens Snow Thrower	1	Ariens	OHSK110	221735D	Fair	468
Honda Snow Blower	1	Honda	HS724WA	GCAE-1614005	Fair	469
Honda Snow Blower	1	Honda	HS724WA	GCAE-1170712	Fair	470
Pressure Washer	1	Landa	ZF2-10021D	P0501-81582	Good	474
Vane Anemometer	1		45112	L987297	Good	475

625 Broadway; Equipment Inventory – Maintenance Department

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Ryobi Portable Grinder	1	Ryobi	AG-451	AB03190714	Good	476
Myron-L Conductivity Meter	1	Myron	EP-10	272289	Good	477
Monitor	1		KDS VS-7i	1745AAB08007645	Good	478
Snow blower attachment	1	New Holland	New Holland	GE2063RO7A053	Good	479
Rotary Broom attachment	1	New Holland	New Holland	GE2895RO8XA012	Good	480
4wd Tractor	1	New Holland	New Holland	T1030Z8NXH1242	Good	481
65 Calorie ARC Flash Overalls	1				Good	418
65 Calorie ARC Flash Jacket	1				Good	419
Cooling Tower Vacuum	1	Goodway	CTV-1501	002761	Good	
Cooling Tower Vacuum Filter Rack	1	Goodway	CTV-F2	000518	Good	
Chain Hoist	1	CM	Hrricane 360	100900079	Good	
Drain Camera	1	Extech	BR250	2009122500027	Good	
Shop vac	1	Tornado	Jumbo Vacuum	95954HFS02588	Good	
Laser Thermometer	1	Ryobi	IR001	CW1232	Good	
Digital Thermometer	1	Cooper	SH66A	N/A	Good	
Laser Thermometer	1	Fluke	62Max+	22650607	Good	
Cordless Flashlight	1	Dewalt	DW908	379035	Good	
Light Meter	1	Extech	407026	Q421623`	Good	
Pallet Jack	1	Dayton	2ZE60	N/A	Good	
Multi-meter	1	Fluke	T5-600	90750426`	Good	
Key Machine	1	HPC	6666HQT	AT10385	Good	
Bakers Scaffold	1	Metal Tech	N/A	N/A	Good	
Push Carts	2	Rubbermaid	N/A	N/A	Good	
Fiberglass type 1A stepladder	1	Werner	6’	N/A	Good	
Fiberglass type 1A stepladder	2	Werner	7’	N/A	Good	
Fiberglass type 1A stepladder	1	Werner	8’	N/A	Good	
Fiberglass type 1A stepladder	1	Werner	12’	N/A	Good	
Fiberglass type 1A stepladder	1	Werner	4’	N/A	Good	
Laser Thermometer	1	Raytek	MT	RAYL000288440	Good	
Right angle Drill/Driver	1	Bosch	I Driver 10.8v	689006299	Good	
Circuit Tester	1	GreenLee	2007	N/A	Good	

625 Broadway; Equipment Inventory – Maintenance Department

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Key Machine	1	Best	N/A	B.13122	Good	
Meter	1	Ideal	61-734	0238145	Good	
Tractor Mount Tailgate Spreader	1	Snowex	SP-100	X1-230309	New	

625 Broadway; Equipment Inventory – Custodial Department

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Pro Team Back Pack Vacuum	1	Super Coach	62-047896		Good	210
Pro Team Back Pack Vacuum	1	Super Coach	62-048841		Good	377
Pro Team Back Pack Vacuum	1	Super Coach	62-048845		Good	374
Pro Team Back Pack Vacuum	1	Super Coach	62-049031		Good	371
Pro Team Back Pack Vacuum	1	Super Coach	62-049032		Good	455
Pro Team Back Pack Vacuum	1	Super Coach	62-049080		Good	457
Pro Team Back Pack Vacuum	1	Super Coach	62-049084		Good	452
Pro Team Back Pack Vacuum	1	Super Coach	62-049259		Good	445
Hawk Air Mover Fan	1	Hawk	529016221		Good	441
Hawk High Speed Burnisher	1	Hawk	HCF1520-2MDC		Good	383
Clark Carpetmaster Wide Vacuum	1	CM 30	03064A		Good	443
Tenant Carpet Extractor	1	1610	900050-10262884		Good	442
Hip Vacuum	1	UZ-964	713005237		Good	444
Nilfisk Vacuum	1	GD-1005	AD5073285		Fair	446
Nilfisk Vacuum	1	GD-1005	AD5073297		Fair	447
Nilfisk Vacuum	1	GD-1005	AD5073298		Fair	448
Nilfisk Vacuum	1	GD-1005	AD5073304		Fair	449
Nilfisk Vacuum	1	GD-1005	AD5088619		Fair	362
Nilfisk Vacuum	1	GD-1005	AD5089478		Fair	375
Nilfisk Vacuum	1	GD-1005	AD5136663		Fair	456
Nilfisk Vacuum	1	GD-1005	AD5136665		Fair	462

625 Broadway; Equipment Inventory – Custodial Department

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Nilfisk Vacuum	1	GD-1005	AD5174589		Fair	463
Nilfisk Vacuum	1	GD-1005	AD5174599		Fair	464
Nilfisk Vacuum	1	GD-1005	AD5073273		Fair	454
Betco Vacuum	1	CUT-100	192169		Fair	458
Betco Vacuum	1	CUT-100	192186		Fair	459
Minute Man Floor Buffer	1	Minute Man	M2012-02190301		Good	450
US Products Triple Play Spotter	1	Minute Man	01600E		Good	451
Minute Man Wet / Dry Vacuum	1	290085	2900853263		Good	387
Power-Flite Wet / Dry Vacuum	1	PF-55	5C-3423		Good	465
Tornado Floor Scrubber	1	BD530	42526		Fair	466
5 Gal Mop Bucket w/ringers	8	Rubbermaid		Consumables		
32 gallon can w/dolly	12	Rubbermaid		Consumables		
HHP-300P Heated carpet extractor	1	333501	02850E		Good	460

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40 North Pearl Street (Ten Eyck Building); Building Asset Inventory

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
40 North Pearl Street - Building System Controls						
Building Energy Management System	1	Honeywell			Good	
40 North Pearl Street - Emergency Generator						
Emergency Generator		For Emergency Lighting			Good	
40 North Pearl Street - Fire Alarm						
Fire Pump System		Fire Pump			Good	
Fire Pump System		Jockey Pump	Fire Pump Room		Good	
40 North Pearl Street - HVAC						
Air handling Unit		Computer room	4		Good	
Boiler		Electric Boiler #1	Basement		Good	
Boiler		Electric Boiler #2	Basement		Good	
Condensing Water Pump		BLDG WHP			Good	
Condensing Water Pump		BLDG WHP			Good	
Condensing Water Pump		BLDG WHP			Good	
Condensing Water Pump		Spray Pump; WHP; Tower	Northeast		Good	
Condensing Water Pump		Spray Pump; WHP; Tower	Southwest		Good	
Condensing Water Pump		Spray Pump; WHP; Tower	Northeast		Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Condensing Water Pump		Spray Pump; WHP; Tower	Southwest		Good	
Condensing Water Pump		3rd & 4th Floor Chiller Condensing Water Pump P-1	Roof Chiller Penthouse		Good	
Condensing Water Pump		3rd & 4th Floor Chiller Condensing Water Pump P-2	Roof Chiller Penthouse		Good	
Condensing Water System		WHP			Good	
Condensing Water System		Chiller			Good	
Condensing Water Tower		BLDG WHPfs	East		Good	
Condensing Water Tower		BLDG WHPfs	West		Good	
Condensing Water Tower		Evaporator Tower #1	Roof		Fair	
Condensing Water Tower		Evaporator Tower #2	Roof		Fair	
Chiller			Lobby Area		New	
Chiller			Roof		Good	
Chiller			Roof		Good	
Drip Pan and Related Piping			Ceiling			
Fan System		Supply Air Fan, Air Cond. Unit	3		Good	
Fan System		Supply Air Fan, UPS Room	Basement		Good	
Fan System		Supply Air Fan, UPS Room	Basement		Good	
Fan System		Supply Air Fan, UPS Room (Not in use)			Good	
Fan System		Supply Air Fan	South Store Lobby NEXGEN		Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Fan System		Supply Air Fan,	Lobby, Optical Shop (Hallway)		Good	
Fan System		Supply Air Fan,	Lobby Storeroom		Good	
Fan System		Supply Air Fan,	Cafeteria (Storeroom)		Good	
Fan System		Supply Air Fan,	Resources, Lobby		Good	
Fan System		Supply Air Fan	DSS File Room, Lobby		Good	
Fan System		Supply Air Fan	Camera Shop, Lobby		Good	
Fan System		Supply Air Fan	Computer Training, Lobby		Good	
Fan System		Supply Air Fan	Avon, Lobby		Good	
Fan System		Supply Air Fan	Lobby Hallway near Comp Trng.		Good	
Fan System		Supply Air Fan	Mezzanine Area, Day Care		Good	
Fan System		Supply Air Fan, Refrig. Air Cond. Unit	4		Good	
Fan System		Supply Air Fan, Refrig. Air Cond. Unit	5		Good	
Fan System		Supply Air Fan, Refrig. Air Cond. Unit	6		Good	
Fan System		Supply Air Fan, Refrig. Air Cond. Unit	7		Good	
Fan System		Supply Air Fan, Refrig. Air Cond. Unit	8		Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Fan System		Supply Air Fan, Refrig. Air Cond. Unit	9		Good	
Fan System		Supply Air Fan, Refrig. Air Cond. Unit	10		Good	
Fan System		Supply Air Fan, Refrig. Air Cond. Unit	11		Good	
Fan System		Supply Air Fan, Refrig. Air Cond. Unit	12		Good	
Fan System		Supply Air Fan, Refrig. Air Cond. Unit	13		Good	
Fan System		Supply Air Fan, Refrig. Air Cond. Unit	14		Good	
Fan System		Supply Air Fan, Refrig. Air Cond. Unit	15		Good	
Fan System		Supply Air Fan, Refrig. Air Cond. Unit	16		Good	
Fan System		Supply Air Fan, Refrig. Air Cond. Unit	Lobby		Good	
Fan System		Elevator Machine Room, Air Cond. Unit	Roof		Good	
Fan System		Condensing Water Fan, Cooling Tower	Roof		Good	
Fan System		Condensing Water Fan, Cooling Tower	Roof		Good	
Fan System		Condensing Water Fan, Cooling Tower	Roof		Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Fan System		Condensing Water Fan, Cooling Tower	Roof		Good	
Fan System		Condensing Water Fan, Cooling Tower	Roof		Good	
Fan System		Condensing Water Fan, Cooling Tower	Roof		Good	
Fan System		Condensing Water Fan, Cooling Tower	Roof		Good	
Fan System		Condensing Water Fan, Cooling Tower	Roof		Good	
Fan System		Exhaust Fan, Day Care Kitchen	Mezzanine		Good	
Fan System		Exhaust Fan	Generator Room		Good	
Fan System		Exhaust Fan	Generator Room		Good	
Fan System		Exhaust Fan	Basement		Good	
Fan System		Exhaust Fan	Day Care		Good	
Fan System		Exhaust Fan	Loading Dock		Good	
Fan System		Exhaust Fan	BLDG Floors		Good	
Fan System		Exhaust Fan	BLDG Floors		Good	
Fan System		Exhaust Fan, (Nite-use)	Penthouse		Good	
Fan System		Exhaust Fan, (Nite-use)	Penthouse above F-2		Good	
Fan System		HTG & Vent Fan, Fresh Air Supply; 51’ Level			Good	
Fan System		HTG & Vent Fan	Basement MER		Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Fan System		HTG & Vent Fan	Basement		Good	
Fan System		HTG & Vent Fan, UPS Fresh Air Supply	Basement		Good	
Fan System		HTG & Vent Fan	Guards Locker Room		Good	
Fan System		Toilet Exhaust Fan	Basement M/W		Good	
Fan System		Toilet Exhaust Fan	Lobby M/W		Good	
Fan System		Toilet Exhaust Fan	BLDG M/W		Good	
Fan System		Toilet Exhaust Fan	M/W (Nite use)		Good	
Fan System		Exhaust Fan #10	Lobby Near Pearl St. Diner		Good	
Mechanical Equipment Room		Machine Equipment Room			Good	
Mechanical Equipment Room		Machine Equipment Room			Good	
Mechanical Equipment Room		Machine Equipment Room			Good	
Mechanical Equipment Room		Machine Equipment Room			Good	
Mechanical Equipment Room		Machine Equipment Room			Good	
Mechanical Equipment Room		Machine Equipment Room			Good	
Mechanical Equipment Room		Machine Equipment Room			Good	
Mechanical Equipment Room		Machine Equipment Room			Good	
Mechanical Equipment Room		Machine Equipment Room			Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Mechanical Equipment Room		Machine Equipment Room			Good	
Mechanical Equipment Room		Machine Equipment Room			Good	
Mechanical Equipment Room		Machine Equipment Room			Good	
Mechanical Equipment Room		Machine Equipment Room			Good	
Mechanical Equipment Room		Machine Equipment Room			Good	
Mechanical Equipment Room		Machine Equipment Room; 51' Level			Good	
Mechanical Equipment Room		Machine Equipment Room			Good	
Mechanical Equipment Room		Machine Equipment Room	Lobby Area		Good	
Mechanical Equipment Room		Machine Equipment Room	Mezzanine Area		Good	
Mechanical Equipment Room		Machine Equipment/Pump Room	Roof Level		Good	
Mechanical Equipment Room		Machine Equipment Room/Chiller Room	Roof		Good	
Mechanical Equipment Room		Mech. Equip. Room/Penthouse – Supply Fan 1			Good	
Mechanical Equipment Room		Mech. Equip. Room/Penthouse – Supply Fan 2			Good	
Pump		Chill Water Pump	Computer Room		Good	
Pump		Chill Water Pump			Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Pump		Chill Water Pump			Good	
Pump		Chill Water Pump – Chiller	Roof		Good	
Pump		Chill Water Pump – Chiller	Roof		Good	
Pump		Heat Recovery Pump P-4: Penthouse Supply Fan F-1			Good	
Pump		Heat Recovery Pump P-5: Penthouse Supply Fan F-1			Good	
Pump		Emergency Condenser Water Pump (Capnet HVAC Units)	Fire Pump Room		Good	
Variable Frequency Drive		Outside Air Fan #F1	Penthouse		Good	
Variable Frequency Drive		Domestic Booster Pumps 1, 2, 3	Basement		Good	
Window Heat Pump	52	Building Floor Window Heat Pumps	16		Good	
Window Heat Pump	52	Building Floor Window Heat Pumps	15		Good	
Window Heat Pump	52	Building Floor Window Heat Pumps	14		Good	
Window Heat Pump	52	Building Floor Window Heat Pumps	13		Good	
Window Heat Pump	52	Building Floor Window Heat Pumps	12		Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Window Heat Pump	52	Building Floor Window Heat Pumps	11		Good	
Window Heat Pump	52	Building Floor Window Heat Pumps	10		Good	
Window Heat Pump	52	Building Floor Window Heat Pumps	9		Good	
Window Heat Pump	52	Building Floor Window Heat Pumps	8		Good	
Window Heat Pump	52	Building Floor Window Heat Pumps	7		Good	
Window Heat Pump	52	Building Floor Window Heat Pumps	6		Good	
Window Heat Pump	52	Building Floor Window Heat Pumps	5		Good	
Window Heat Pump		Building Floor Window Heat Pumps	4		Good	
Window Heat Pump		Building Floor Window Heat Pumps	3		Good	
Window Heat Pump	52	Floor; Operational Services Unit EQ	2		Good	
Miscellaneous		Heat Exchanger	Roof Chiller Penthouse		Good	
Miscellaneous		Air Compressor	Roof Chilled Water Pump Penthouse		Good	
Miscellaneous		Air Compressor	Roof Chilled Water Pump Penthouse		Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Miscellaneous		Air Compressor	3rd Floor MER		Good	
Miscellaneous		Air Compressor	Basement MER		Good	
Miscellaneous		Air Compressor	Basement MER		Good	
Miscellaneous		Refrigerated Air Drier	Roof Chilled Water Pump Penthouse		Good	
Miscellaneous		Refrigerated Air Drier	Basement MER		Good	
Miscellaneous		Capnet Room Refrig. Air Cond. Unit 1	Basement Capnet Room		Good	
Miscellaneous		Capnet Room Refrig. Air Cond. Unit 2	Basement Capnet Room		Good	
Miscellaneous		Capnet Room Refrig. Air Cond. Unit 3	Basement Capnet Room		Good	
40 North Pearl Street - Perimeter Access Control						
N/A						
40 North Pearl Street - Window Cleaning						
N/A						
40 North Pearl Street - Other						
Pump		Domestic City Water Pump			Good	
Pump		Domestic City Water Pump			Good	
Pump		Domestic City Water Pump			Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Pump		Reflective Pool Pump			Good	
Pump		Sewage Ejector Pump 1	Basement MER		New	
Pump		Sewage Ejector Pump 2	Basement MER		New	
Pump		Sump Pump 1	Basement MER		Good	
Pump		Sump Pump 2	Basement MER		Good	
Pool		Reflective Pool/Fountain	Outside Plaza		Good	
Valve		¾" (Conbraco) Backflow Preventer	F1 Fan Room		Good	
Valve		1 ½" (Watts) Backflow Preventer; Fountain			Good	
Valve		4" (Conbraco) Backflow Preventer; Main			Good	
Valve		4" (Conbraco) Backflow Preventer; Main Bypass			Good	
Valve		¾" (Watts) Backflow Preventer; Pump Room			Good	
Valve		1 ½" (Watts) Backflow Preventer, Sand filter			Good	
Valve		3/4" (Watts) Backflow Preventer; 51' Level			Good	

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Valve		¾" (Conbraco) Backflow Preventer; 51' Level			Good	
Valve		¾" (Watts) Backflow Preventer: Roof Chiller Room: Chemical Treatment System			Good	

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328 State Street; Building Asset Inventory

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
328 State Street; Building System Controls						
Lighting Energy Management Control System; Floors 1,2,3,4		Lutron				
HVAC Energy Management Control System; Floors 1,2,3,4		Metasys				
328 State Street; Emergency Generator						
1 Emergency Generator; Outside		Caterpillar				
328 State Street; Fire Alarm						
Fire Panel; Fire Detection & Alarm System; Floors 1,2,3,4			IFC 1010			
328 State Street; HVAC						
200 Ton Chillers; Penthouse	2	Trane				
Isolated Cooling Tower; Roof	1	Marely				
Air Handling Units; Heating/ Cooling each Floor; Penthouse	4	Trane				
Split System A/C Units for cooling Data, Newsstand & IT Room; Roof	6	Carrier				
Hydronic Hanging Heaters for Heating Garage Bay, Electric Loading Dock & Penthouse; Floor 1 & Penthouse	8	Trane				
Unit Cabinet Heaters for Heating Vestibule Areas; Floor 1	5	Trane				
VAV Boxes for Heating Interior & Exterior of Building; Floors 1,2,3,4			SDR, CFRQ			
Pumps for Heating, Cooling & Condensing Water; Penthouse	10	Armstrong	SG Series			
Hydronic Pulsating Heating Boilers; Penthouse	5	Fulton				

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
328 State Street; Perimeter Access Control						
WCB Card Access System						
328 State Street; Window Cleaning						
N/A						
328 State Street; Other						
FM 200; Fire Suppression System/ Alarm System; Floor 1						
20 psi Expansion Tanks; Penthouse	2	Armstrong	AX Series			
Air Separators to separate air from water; Penthouse	2	Armstrong	VA/VAS Series			
Gate Valves to Isolate Water; Penthouse		Nibco				
Check Valves to Isolate Water; Penthouse		Nibco				
Butterfly Valves to Isolate Water; Penthouse		Nibco				
Ball Valves to Isolate Water; Penthouse		Nibco				
Balancing Valves; Penthouse		Taco				
2-Passenger & 1-Frieght Elevators, Floors 1,2,3,4	3	Otis				
Slop Sink Faucets; Floors 1,2,3,4	4	Chicago				
Bathroom Faucets; Floors 1,2,3,4	24	Sloan				
Break Room Faucets; Floors 1,2,3,4	4	Sloan				
Handicap Sinks; Floors 1,2,3,4	8	Kohler	K-12636			
Sinks; Floors 1,2,3,4	16	Kohler	K-2302			
Break Room Sinks; Floors 1,2,3,4	4r	Kohler				
Slop Sinks; Floors 1,2,3,4	4	Kohler				
Locker Room Sinks; Floor 1	4	Kohler				
Toilets; Floors 1,2,3,4	30	Kohler	K-4960			
Urinals; Floors 1,2,3,4	8	Kohler	K-4960-ET			

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
Domestic H/W Boiler; Floor 1		A.O. Smith				
Water coolers; Floors 1,2,3,4	4	Oasis	P8AMSL			

328 State Street; Equipment Inventory

Cordless Drill	1	Porter Cable	PCL18OD	N/A	New	
Circular Saw	1	Porter Cable	PCL186CS	N/A	New	
Reciprocating Saw	1	Porter Cable	PCL18RS	N/A	New	
Flash Light	1	Porter Cable	PCL18FL	N/A	New	
Charger	1	Porter Cable	PCLMVC	N/A	New	
Battery	1	Porter Cable	PC18BLX	N/A	New	
Flash Light	1	MAG	N/A	N/A	Fair	
Bench Grinder	1	Ryobi	BGH615	N/A	Fair	
Vice	1	Columbian	N/A	N/A	Fair	
Snow blower	1	Simplicity	1693694	2947	Fair	
Lawnmower	1	Craftsman	917.385121	050207S 050491	Good	
Leaf Blower	1	Husqavarna		965 87 76-01	New	
Weed Wacker	1	Homelight	UT20769	AE1762595	Good	
Temp Gun	1	Raytech	N/A	N/A	Good	
Voltmeter	1	Sperry	N/A	N/A	Good	
Salter	1	Earthway	N/A	N/A	Good	
Hedge trimmers	1	Black n Decker	TRO17	N/A	Good	
Basic Hand Tools	1	Assorted	N/A	N/A	Good	
Wrenches		Assorted	N/A	N/A	Good	
Sprayer		Hudson	30161	N/A	Good	
Hack Saw	1	Stanley	N/A	N/A	Good	
Ratchet Set	1	Husky	N/A	N/A	Good	
Screw Drivers		Assorted	N/A	N/A	Good	
Pipe Wrenches	2	Rigid	N/A	N/A	Good	
Metric Wrench Set	1	Huskey	N/A	N/A	Good	
Standard Wrench Set	1	Huskey	N/A	N/A	Good	

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38-40 State Street (Hampton Plaza); Building Asset Inventory

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
38-40 State Street - Building System Controls						
N/A						
38-40 State Street - Emergency Generator						
N/A						
38-40 State Street - Fire Alarm						
Fire Panel, Monitors smoke detectors on each floor; Lobby South		Simplex				
38-40 State Street - HVAC						
Gas Fired Hot Water Boilers; Basement Center	3	RBI	"8900" Series			
5-Different sized Water Source Heat Pumps; Throughout	140	Enercon				
20 hp, 208v, 300 psi Cooling Towers; 2nd Floor Roof South	2	Imeco				
HVAC Condensing Units, 208/230v-3 Phase; 2-Server Rooms	3	Liebert				
Fresh Air Intake Fans; North & South Rooftops	2	Dayton	¾ hp, 115v			
Heat Exchanger; Basement Center		Alfa-Laval	A15-BFG mfg/ 1985 150psi 1428.39 S.F.			
38-40 State Street - Window Cleaning						
Card Access System						

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
38-40 State Street - Other						
Centrifugal Diesel Fire Pump; Basement South		Clark GM mfg/1986 - Allis Chalmers				
Elevators, Passenger	2	Dover	Cable			
Elevators, Freight	2	Dover	Hydraulic			
Electric Hot Water Heaters; Bathroom Ceilings	10	A.O. Smith	6 Gallon			
Electric Hot Water Heater; Floor 1	1	Bradford	50 Gallon			
Bathroom Exhaust Fans; North & South Rooftops	2		¼ hp, 115v			
Emergency Exhaust Fans; North & South Rooftops, Elevator Rooftop	3		¾ hp, 115/208v			
Fresh Air Intake Fans; North & South Rooftops	2	Dayton	¾ hp, 115v			

38-40 State Street (Hampton Plaza); Equipment Inventory

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
20ft fiberglass extension ladder	1	Werner	D5920-2	PN53496-01	Good	
16ft fiberglass stepladder	1	Louisville	FM1416HD	NA	New	
14ft wooden stepladder	1	NA	NA	NA	Fair/Bad	
10ft fiberglass stepladder	1	Louisville	FS1010	NA	Good	
6ft fiberglass stepladder	1	Werner	6006	NA	Good	
6ft fiberglass stepladder	1	Louisville	FS2006	NA	Good	
snow blower	1	Simplicity	M1695990	2015491829	New	
snow blower	1	Toro	38190	5904742	Fair/Bad	
flammable storage cabinet	1	Eagle	1925	NA	Good	
18 gallon wet/dry vacuum	1	Shop Vacuum	QUC650	527-25-45	Good	
1 gallon wet/dry vacuum	1	Shop Vacuum	52724-84	86750-20	Good	
electric leaf blower/vacuum	1	Remington	BU12199A	NA	Good	
electric hedge trimmer	1	Black & Decker	TR100	NA	Good	

38-40 State Street (Hampton Plaza); Equipment Inventory

Description	Quantity	Manufacturer	Model #	Serial #	Condition	Inv. Tag Number
electric drill	1	Milwaukee	0235-1	7.5585E+12	Good	
12v cordless drill	1	DeWalt	DW927	936567	Good	
battery charger	1	DeWalt	DW9118	NA	Good	
batteries	2	DeWalt	DW9072	NA	Good	
18v cordless drill	1	Porter Cable	PC1801D	NA	New	
reciprocating saw	1	Porter Cable	PC1800RS	NA	New	
circular saw	1	Porter Cable	PC186CS	NA	New	
flashlight	1	Porter Cable	PC1800L	NA	New	
battery charger	1	Porter Cable	PVMVC	NA	New	
batteries	2	Porter Cable	PC18B	NA	New	
circular saw	1	DeWalt	DW369	334401	New	
dremel tool kit	1	Dremel	78620	F0130395BJ	Good	
25ft power drum auger	1	Cobra	LX-86250	NA	Good	
pipe cutter		Ridgid	32930	NA	Good	
belt sander		Black & Decker	BR400	NA	Fair/Bad	
temperature gun		Raytek	ST20	NA	Good	
circuit identifier		Ideal	61-052	656-1	Good	
electric test meter		Pro Connect	M500-200	NA	Good	
staple gun		Master Mechanic	5650MM	653-907	Good	
calcium chloride spreader		Scott	NA	NA	Good	
shovels		NA	NA	NA	Good	
rakes		NA	NA	NA	Good	
branch cutter		NA	NA	NA	Good	
caulk gun		NA	NA	NA	Good	
20ft lead light		NA	NA	NA	Good	

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* * * * *

Appendix A

Standard clauses for New York State Contracts

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

December, 2012

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

Appendix B

General Procurement Forms

CONTRACTOR INFORMATION

SOLICITATION NUMBER 1767

_____ _____

(Authorized Signature) (Date)

_____ _____

(Print Name) (Title)

_____ _____

(Company Name) (Federal I.D. Number)

_____

(Address)

_____

(City, State, Zip)

_____

(County)

_____Ext. _____ _____Ext._____

(Telephone Number) (Toll Free Phone)

_____ _____

(Fax Number) (Toll Free Fax Number)

_____

(E-mail)

New York State Small Business	Circle One:	Yes	No
New York State Certified Minority Owned Business	Circle One:	Yes	No
New York State Certified Woman Owned Business	Circle One:	Yes	No
Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State?	Circle One:	Yes	No
Does your proposal meet all the requirements of this solicitation?	Circle One:	Yes	No

Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)

New York State Finance Law §139-j(6)(b) provides that:

> Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____

_____

Offerer Disclosure of Prior

Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:
_____

Address: _____
_____

Name and Title of Person Submitting this Form:
_____
_____

Contract Procurement Number: _____

Date:_____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):
No ___ Yes ___

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
No ___ Yes ___

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No ___ Yes ___

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____
_____
_____
_____
_____
_____
(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):
No ___ Yes ___

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____
_____
_____
_____
_____
_____
_____
_____
(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By:_____ Date:_____
Signature

Offerer's Certification of Compliance with State Finance Law §139-k(5)

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

Offerer Certification:

I certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____

Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

New York State Department of Taxation and Finance

Contractor Certification (ST-220-TD)

Contractor Certification to Covered Agency (ST-220-CA)

ST-220-TD

(6/06)

New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

For information, consult Publication 223, *Question and Answers Concerning Tax Law Section 5-a (see Need help? below)*.

Contractor name			
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address (if different than above)			

Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ( )

Covered agency name	Contract number or description	Estimated contract value over the full term of the contract (but not including renewals) $
Covered agency address		Covered agency telephone number

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than $100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006),* available at *www.nystax.gov.* Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need Help?

Internet access: *www.nystax.gov*
(for information, forms, and publications)

Fax-on-demand forms: 1 800 748-3676

Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 462-8100

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(*name*) (*title*)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Make only one entry in each section below.

Section 1 - Contractor registration status

☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.

☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 - Affiliate registration status

☐ The contractor does not have any affiliates.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 - Subcontractor registration status

☐ The contractor does not have any subcontractors.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this_____ day of _____, 20 ____

_____ _____
(sign before a notary public) *(title)*

Schedule A - Listing of each person (contractor, affiliate, or subcontractor) exceeding $300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such person exceeded the $300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to Contractor	B Name	C Address	D Federal ID Number	E Sales Tax ID Number	F Registration In Progress

Column A - Enter ***C*** in column A if the contractor; ***A*** if an affiliate of the contractor; or ***S*** if a subcontractor.

Column B - Name - If person is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If person is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If person has a different DBA (doing business as) name, enter that name as well.

Column C - Address - Enter the street address of person's principal place of business. Do not enter a PO box.

Column D - ID number - Enter the federal employer identification number (EIN) assigned to the person or person's business, as applicable. If the person is an individual, enter the social security number of that person.

Column E - Sales tax ID number - Enter only if different from federal EIN in column D.

Column F - If applicable, enter an X if the person has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the _____ day of _____ in the year 20___, before me personally appeared _____ known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____ ; and further that:

[Mark an ***X*** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the _____ of _____ _____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____ of _____ _____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public

Registration No. _____

ST-220-CA

(6/06)

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

For information, consult Publication 223, *Question and Answers Concerning Tax Law Section 5-a (see Need Help? on back)*.

Contractor name	*For covered agency use only Contract number or description*
Contractor's principal place of business City State ZIP code	
Contractor's mailing address *(if different than above)*	*Estimated contract value over the full term of contract (but not including renewals)* $
Contractor's federal employer identification number (EIN) / Contractor's sales tax ID number (if different from contractor's EIN)	
Contractor's telephone number ( ) / Covered agency name	
Covered agency address	*Covered agency telephone number*

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(*name*) (*title*)
of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:
(Mark an X in only one box)

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)
and, to the best of the contractor's knowledge, the information provided on that previously filed Form T-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this_____ day of _____, 20 ____

_____ _____
(sign before a notary public) *(title)*

Instructions

General Information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency,* with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. This publication is available on our Web site, by fax, or by mail. (See *Need help?* for more information on how to obtain this publication.) In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

If you have questions, please call our information center at 1 800 698-2931.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of $100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the day _____ of _____ in the year 20___, before me personally appeared _____ known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____ ; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the _____ of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is the _____ of _____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public

Registration No. _____

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

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(for information, forms, and publications)

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Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

Bidder is required to sign both sections on this page.

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable:

1. Have business operations in Northern Ireland,

☐ Yes ☐ No

If yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

☐ Yes ☐ No

(Contractor's Signature) (Name of Business)

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief: 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Contractor's Signature) (Name of Business)

Appendix C

Cost Proposal Form

Instructions:

For each facility please provide an annual Not to Exceed price for Item 1 Administration Services and Item 2 Itemized Building Services. OGS has valued Item 3 General Repairs based on historical data and represented on the bid form. Please reference Section 3.4 Price in RFP 1767.

Item 1 Administrative Services:

This category includes Property Management Fee, professional fees, insurance, salaries, payroll taxes and Workers Compensation, and employee benefits.

·Property Management Fee shall include the cost of off-site corporate building management and administrative personnel, all overhead, profit, all administrative expenses including payroll processing cost, auditing, required background checks, accounting, reporting and other requirements. OGS will provide adequate work space for the Contractor's on-site staff at no cost, but is not responsible for providing furnishings or equipment such as furniture, computers, copying and fax machines, office type software, telephones and cell phones, pagers, office supplies etc.

·Professional Fees shall include but not be limited to, third party accounting, legal, architectural/engineering, design, etc.

·Insurance (refer to Section 6.3 – Contractor Insurance Requirements)

·Salaries shall include all on-site personnel employed by the Contractor eg: Property Manager, Chief Building Engineer, technicians, administrative support staff, etc.

·Payroll taxes and Workers Compensation, Employee Benefits, associated with the Salaries listed above.

Item 2 Itemized Building Services:

For BASE BID services(as described in Exhibit B), bidders shall provide individual lump sum not-to-exceed prices for each of the Itemized Building Service categories for each building. Pricing shall be inclusive of all labor, materials and supplies necessary to complete the scope of work associated with each itemized service as detailed in Exhibit B, and shall be broken out on the bid form into the portion provided directly by the contractor, and any portion that will be provided by sub-contractors. These Itemized Building Services represent a portion of the total cost to operate, maintain, and manage the building.

Item 3 General Repairs:

You will not provide a price for this item. OGS has provided a fixed, not to exceed value of general repairs, supplies and services for each building based on historical data.

LOT 1

ITEM 1

Administrative Services	44 Holland Ave.	50 Wolf Rd	625 Broadway	Ten Eyck
Annual Total Item 1				

ITEM 2

Annual Itemized Building Services		44 Holland Ave.	50 Wolf Rd	625 Broadway	Ten Eyck
Elevators	In House				
	Subcontracted				
HVAC	In House				
	Subcontracted				
Building Systems Controls	In House				
	Subcontracted				
Custodial	In House				
	Subcontracted				
Landscaping/Grounds	In House				
	Subcontracted				
Integrated Pest Mgmt.	In House				
	Subcontracted				
Emergency Generator	In House				
	Subcontracted				
Perimeter Access Control	In House				
	Subcontracted				
Refuse/Recycling	In House				
	Subcontracted				
Fire Alarm	In House				
	Subcontracted				
Window Cleaning	In House				
	Subcontracted				
		$ -	$ -	$ -	$ -

Snow Management	44 Holland Ave.	50 Wolf Rd	625 Broadway	Ten Eyck
Administrative Cost	$	$	$	$
Unit price 0.01" to 1.00"				
Estimated number of occurences	18	18	18	18
Total 0.01" to 1.00"				
Unit price 1.01" to 8.00"				
Estimated number of occurances	14	14	14	14
Total 1.01" to 8.00"				
Unit price 8.01" and above				
Estimated number of occurances	2	2	2	2
Total 8.01" and above				
Total Snow Management Cost Only				

Off Site Snow Removal & Disposal	44 Holland Ave.	50 Wolf Rd	625 Broadway	Ten Eyck
Unit price per cubic yard				
Estimated number of cubic yards removed	13,500	10,000	2,500	100
Total Off Site Removal Price Only				
Annual Total Item 2				

Item 3

General Repairs	44 Holland Ave.	50 Wolf Rd	625 Broadway	Ten Eyck
Total Item 3	$258,400.00	$204,900.00	$393,500.00	$325,000.00
Annual Total Item 3				

Total Bid Value	

LOT 2

ITEM 1

Administrative Services	328 State Street	Hampton Plaza
FIVE YEAR TOTAL for Item 1		
Annual Total Item 1		

ITEM 2

Annual Itemized Building Services		328 State Street	Hampton Plaza
Elevators	In House		
	Subcontracted		
HVAC	In House		
	Subcontracted		
Building Systems Controls	In House		
	Subcontracted		
Custodial	In House		
	Subcontracted		
Landscaping/Grounds	In House		
	Subcontracted		
Integrated Pest Mgmt.	In House		
	Subcontracted		
Emergency Generator	In House		
	Subcontracted		
Perimeter Access Control	In House		
	Subcontracted		
Refuse/Recycling	In House		
	Subcontracted		
Fire Alarm	In House		
	Subcontracted		
Window Cleaning	In House		
	Subcontracted		
		$ -	$ -

Snow Management	328 State Street	Hampton Plaza
Administrative Cost		
Unit price 0.01" to 1.00"		
Estimated number of occurences	18	18
Total 0.01" to 1.00"		
Unit price 1.01" to 8.00"		
Estimated number of occurances	14	14
Total 1.01" to 8.00"		
Unit price 8.01" and above		
Estimated number of occurances	2	2
Total 8.01" and above		
Total Snow Management Cost Only		

Off Site Snow Removal & Disposal	328 State Street	Hampton Plaza
Unit price per cubic yard		
Estimated number of cubic yards removed	100	100
Total Off Site Removal Price Only		
Annual Total Item 2		

Item 3

General Repairs	328 State Street	Hampton Plaza
Total item 3	$209,500.00	$126,700.00
Annual Total Item 3		

Snow Management	328 State Street	Hampton Plaza
Administrative Cost	$	$
0.01" to 1.00"		
1.01" to 8.00"		
8.01" and above		
Total Administrative Cost Only		

Off Site Snow Removal & Disposal	328 State Street	Hampton Plaza
Unit price per cubic yard		

Total Bid Value	

Appendix D

Sample Contract

STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
AGREEMENT FOR
(SERVICE PROVIDED)
AT THE XXX XXXX XXXX STATE OFFICE BLDG.
IN NEW YORK, NY
WITH
(CONTRACTOR)
CONTRACT # C00XXXX

THIS AGREEMENT, made this ____ day of _____, 2012 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is on the 41st Floor, Corning Tower Building, the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "Commissioner", "OGS" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at _____.

W I T N E S S E T H:

WHEREAS, the OGS is responsible for the (SERVICE PROVIDED) at the (XXX XXXX State Office Building located at 123 XXXX, XXXX, NY (hereinafter the "State Office Building") and in fulfilling its responsibility deems it necessary to obtain building systems operation and maintenance service therefore, and

WHEREAS, OGS has determined after having solicited proposals from proposers willing to supply these services, that the Contractor submitted the proposal affording the State the best value for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of building management services, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. CONSIDERATION

OGS shall pay the Contractor for all (SERVICE PROVIDED) fees and other fees and expenses in accordance with the amounts and rates put forth in the Contractor's proposal attached hereto as Appendix "C", which Appendix C is hereby incorporated by reference and made a part hereof as fully as if set forth as length herein.

SAMPLE

2. TERM

This Agreement shall commence upon OSC approval and will be in effect for five (5) years, unless sooner terminated as herein specified.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Request for Proposals No. XXXX, which is annexed as Appendix "B" hereto, and the Contractor's proposal, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

4. TERMINATION

This Agreement may be terminated in accordance with the termination provisions set forth in the solicitation attached hereto as Appendix B hereof.

A) Termination
The Office of General Services may, upon thirty (30) days notice, terminate the contract resulting from this solicitation in the event of the awarded Bidder's failure to comply with any of the proposal's requirements unless the awarded Bidder obtained a waiver of the requirement.
In addition, OGS may also terminate any contract resulting from this solicitation upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of the creditors.
Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this solicitation, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by OGS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

B.) Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

SAMPLE

5. RECORDS

The Contractor will maintain accurate records and accounts of services performed and monies expended under this Agreement. Such records will be maintained for six (6) years following the close of the State fiscal year to which they pertain and will be made available to representatives of OGS or the New York State Comptroller, as may be necessary for auditing purposes, upon request.

6. TAXES

The Contractor will be responsible for all applicable Federal, State and Local taxes and all FICA contributions.

7. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner shall they be deemed employees or agents of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment or designation.

8. APPENDIX A

Appendix A, Standard Clauses for New York State Contracts, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

9. ASSIGNMENT

Contractor agrees that it will not assign this Agreement, or any interest therein without the prior written consent of the Commissioner of General Services.

10. LAW

This Agreement shall be governed by the laws of the State of New York.

11. CONDITIONS PRECEDENT

This Agreement shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the State Comptroller.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or

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implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

13. EXECUTORY CLAUSE

This Agreement shall be deemed executory only to the extent of money available to the State for performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for purposes thereof.

14. INCONSISTENCIES

In the event of any discrepancy, disagreement or ambiguity between this contract agreement and Appendix B "Solicitation" and/or Appendix C "Proposal", or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

(i) Appendix A
(ii) This contract agreement
(iii) Appendix B – Solicitation #XXXX including Addenda
(iv) Appendix C – Contractor's Proposal

The parties understand and agree that any and all deviations or exceptions taken by Contractor to the State's Request for Proposal are hereby withdrawn except only to the extent that such exceptions or deviations have been explicitly incorporated into this contract agreement.

15. FORCE MAJEURE

Neither party hereto will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

16. ASSIGNMENT BY STATE

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent to another agency or subdivision of the State pursuant to a governmental reorganization or

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assignment of functions under which the pertinent functions of OGS as an agency are transferred to a successor agency or subdivision of the State.

17. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State, addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

18. CAPTIONS

The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

19. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

20. IRAN DIVESTMENT ACT

By entering into this Contract, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before OGS may approve a request for Assignment of Contract.

During the term of the Contract, should OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OGS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

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OGS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

21. INFORMATION SECURITY BREACH

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with OGS shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of OGS under this Agreement**.**

- Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS's notification policy.

- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.

- Contractor must ensure that private data elements are encrypted in transit to / from their systems.
- In general, contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.

- Contractor must monitor for breaches of security to any of its systems that store or process private data owned by OGS.

- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from OGS.

- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify OGS and commence an investigation in cooperation with OGS to determine the scope of the breach.

- Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.

- Contractor shall immediately notify OGS following the discovery that OGS's system security has been breached.

- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from OGS prior to notifying the individuals whose personal identity

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information was compromised by the breach of security, the State Office of Cyber Security and Critical Infrastructure Coordination, the State Consumer Protection Board, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.

- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.

- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

22. MWBE/EEO

I. General Provisions

A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State Certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

A. OGS hereby establishes an overall goal of 20% for MWBE participation, __% for Minority-Owned Business Enterprises ("MBE") participation and __% for Women-

SAMPLE

Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: http://www.esd.ny.gov/mwbe.html . Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to OGS for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall certify and affirm that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof is Contractor's equal employment opportunity policy.

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3. The Contractor's EEO policy statement shall include the following language:

    a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

    b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

    c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

    d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 3 and Paragraph "E" of this Section II, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form EEO 100 - Staffing Plan. To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their contract.

D. Form EEO 102 - Workforce Employment Utilization Report ("Workforce Report")

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(One of the following 2 paragraphs will be included in the final contract)
*****Contractor agrees it is responsible for updating and providing notice to the OGS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

*****Contractor and OGS agree that Contractor is unable to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce and that the information provided on the previously submitted Staffing Plan is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. Contractor certifies that it has submitted a MWBE Utilization Plan to OGS and will follow such Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

B. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

A. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form (BDC 333) documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

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B. If the OGS, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Monthly MWBE Contractor Compliance Report

Contractor is required to submit a Monthly MWBE Contractor Compliance Report (Form MWBE 102) to OGS by the 10th day of the month during the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

A. Where OGS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the OGS liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made, after Contractor has been afforded the process that it is due, which requires the payment of liquidated damages and such identified sums have not been withheld by the OGS, Contractor shall pay such liquidated damages to the OGS within sixty (60) days after such determination unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the OGS.

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23. CONTRACTOR RESPONSIBILITY

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

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CONTRACT NO. C00XXXX

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Agency Certification
"In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

(**Company Name**)

By:_____
Name:
Title:
Federal I.D. No.:
Date:

THE PEOPLE OF THE STATE OF NEW YORK

By:_____
Name:
Title:
Date:

APPROVED AS TO FORM
Eric Schneiderman
Attorney General

APPROVED
Thomas P. DiNapoli
State Comptroller

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INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF }

: SS.:

COUNTY OF }

On the ____ day of _____ in the year 20 __ , before me personally appeared _____ , known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____, Town of _____ , County of _____ , State of _____ ; and further that:

[Check One]

(☐If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

(☐If a corporation): _he is the _____ of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(☐If a partnership): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(☐If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____

Notary Public

Registration No._____ **State of:_____**

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Appendix E

Prevailing Wage Rates

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.state.ny.us.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.state.ny.us.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, ***the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.***

NOTE: **This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.**

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Construction Industry
Fair Play Act

Required Posting For Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us .

New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: YOU ARE COVERED BY THE CONSTRUCTION INDUSTRY FAIR PLAY ACT

The law says that you are an employee unless:

- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - workers' compensation benefits for on-the-job injuries
  - payment for wages earned, minimum wage, and overtime (under certain conditions)
  - prevailing wages on public work projects
  - the provisions of the National Labor Relations Act and
  - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:

- **Civil Penalty** — First Offense: up to $2,500 per employee. Subsequent Offense(s): up to $5,000 per employee.
- **Criminal Penalty** — First Offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing Public Work for up to one year. Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a $50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.state.ny.us* or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(11.11)

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: www.labor.ny.gov

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00, contain a provision of this requirement.

NOTE: ***The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.***

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:
   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

   Rochester Institute of Technology OSHA Education Center
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwtpo@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   Atlantic OSHA Training Center
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

   Atlantic OSHA Training Center
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail:mailto:japs@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   Keene State College
   Manchester, NH
   Leslie Singleton
   e-mail: lsingletin@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:
   www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of $250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from $50,000 to: $3 million in Bronx, Kings, New York, Queens and Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.

- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

To use the '4 Day / 10 Hour Work Schedule':

There MUST be a *Dispensation of Hours (PW30)* in place on the project

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(**Please note** : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

Before completing Form PW30R check to be sure ...

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown,NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

    ****Do not write in any additional Classifications or Counties.****

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company , and the date the registration is filled out

Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 ***-OR-***
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870

New York State Department of Labor
Bureau of Public Work
W. Averell Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure …
There is a *Dispensation of Hours* in place on the project.
The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed …
Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
-or-
Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location
of Project: _____ County: _____

(If you are Subcontractor)
Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 2 & 3)*
**** Do not write in any additional Classifications or Counties****

Requestor Information

Name: _____

Title: _____ Date : _____

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Applicable Counties	Check Box
Carpenter - Building	1042	Clinton, Essex, Franklin	☐
Carpenter - Building	370	Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie	☐
Carpenter - Building	370Z2	Hamilton, Warren, Washington	☐
Carpenter - Building	370Z3	Saratoga	☐
Carpenter - Heavy&Highway	370Saratoga	Saratoga	☐
Carpenter - Heavy&Highway	370/1042H/H	Clinton, Essex, Franklin, Hamilton	☐
Carpenter - Heavy&Highway	370H/H	Albany, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie, Warren, Washington	☐
Carpenter - Building	85	Livingston, Monroe, Ontario, Wayne, Wyoming	☐
Carpenter - Building	281B	Cayuga, Seneca, Yates	☐
Carpenter - Heavy/Highway	281HH	Cayuga, Seneca, Yates	☐
Carpenter - Building/Heavy&Highway	280	Genesee, Niagara, Orleans, Wyoming	☐
Carpenter - Building/Heavy&Highway	9	Erie, Cattaraugus	☐
Carpenter - Heavy&Highway	66h	Allegany, Chautauqua, Cattaraugus	☐
Carpenter - Building	66	Allegany, Chautauqua, Cattaraugus	☐
Carpenter - Building	277 CST	Cortland, Schuyler, Tompkins	☐
Carpenter - Building	277 JLS	Jefferson, Lewis, St. Lawrence	☐
Carpenter - Building	277 omh	Herkimer, Madison, Oneida	☐
Carpenter - Building	277 On	Onondaga	☐
Carpenter - Building	277 Os	Oswego	☐
Carpenter - Heavy/Highway	277h CST	Cortland, Schuyler, Tompkins	☐
Carpenter - Heavy/Highway	277h JLS	Jefferson, Lewis, St. Lawrence	☐
Carpenter - Heavy/Highway	277h On	Onondaga	☐
Carpenter - Building/Heavy&Highway	277CDO	Chenango, Delaware, Otsego	☐
Carpenter - Heavy/Highway	277oneidah	Herkimer, Madison, Oneida	☐
Carpenter - Heavy/Highway	277h Os	Oswego	☐
Electrician	25m	Nassau, Suffolk	☐
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	☐
Electrician	840Teledata and 840 Z1	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Applicable Counties	Check Box
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	☐
Electrician	910	Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence	☐
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	☐
Electrician Lineman	1249a	Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates	☐
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	☐
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	☐
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	☐
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamiliton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	☐
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	☐
Glazier	660	Allegany, Cattaraugus, Chautaugua, Erie, Genesee, Niagara, Orleans, Wyoming	☐
Glazier	660r	Allegany, Cattaraugus, Chautaugua, Erie, Genesee, Niagara, Orleans, Wyoming	☐
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	☐
Glazier	667.Z-2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	☐
Glazier	677z3	Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins	☐
Glazier	667r.2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	☐
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	☐

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

**** Do not write in any additional Classifications or Counties****

Job Classification	Tag #	Applicable Counties	Check Box
Laborers - Residential Deconstruction, Demolition	601	Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Essex, Franklin, Genesee, Jefferson, Lewis, Livingston, Monroe, Onondaga, Ontario, Orleans, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Wayne, Wyoming, Yates	☐
Laborer - Building	621b	Allegany, Cattaraugus, Chautauqua	☐
Laborer - Residential	621r	Allegany, Cattaraugus, Chautauqua	☐
Mason - Building/Heavy&Highway	780	Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk	☐
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	☐
Operating Engineer - Heavy/Highway	137H/H	Putnam, Westchester	☐
Painter	178 B	Broome, Chenango, Tioga	☐
Painter	178 E	Chemung, Schuyler, Steuben	☐
Painter	178 O	Delaware, Otsego	☐
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	☐
Painter	38.O	Oswego	☐
Painter	4-Buf,Nia,Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	☐
Painter	4-Jamestown	Cattaraugus, Chautauqua	☐
Painter	150	Livingston, Monroe, Ontario, Wayne, Yates	☐
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	☐
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	☐
Teamster - Heavy&Highway	317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	☐
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	☐
Teamster - Building/Heavy&Highway	456	Putnam, Westchester	☐

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2

Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Albany County General Construction

Boilermaker — 07/01/2013

JOB DESCRIPTION Boilermaker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

WAGES
Per hour

	07/01/2013	01/01/2014 An additional
Boilermaker	$ 31.05	$ 1.15*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeymen	$ 22.87* + 1.19

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES
Wages per hour
(1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour worked

All Apprentices get same benefits as Journeyman.

1-197

Carpenter - Building — 07/01/2013

JOB DESCRIPTION Carpenter - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

WAGES

Per hour:	07/01/2013	06/01/2014 An Additional
Carpenter	$ 28.39	$ 1.61*
Floor Coverer	28.39	1.61*
Carpet Layer	28.39	1.61*
Dry-Wall	28.39	1.61*
Lather	28.39	1.61*
Piledriver	28.64	1.61*
Diver-Wet Day	61.25	1.61*
Diver -Dry Day	29.39	1.61*
Diver Tender	29.39	1.61*

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:
- Certified welders shall receive $1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work

- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus $1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive:
  0' to 80' no additional fee
  81'to 100' additional $.50 per foot
  101'to 150' additional $0.75 per foot
  151'and deeper additional $1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
  0' to 50' no additional fee
  51' to 100' additional $.75 per foot
  101' and deeper additional $1.00 per foot

(*)To be allocated at a later date

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 17.65

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour

One year terms at the following percentage of Journeyman's base wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked:

Carpenter	
1st year term	$ 9.31
2nd year term	9.31
3rd year term	11.91
4th year term	11.91

1-291B-Alb

Carpenter - Building / Heavy&Highway **07/01/2013**

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Wages per hour:

	07/01/2013	07/01/2014 An Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface Installer	$ 27.96	$ 0.73*

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour Paid:

	07/01/2013
Journeyman	$ 18.14

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour paid:

	07/01/2013
Carpenter	
1st year term	$ 9.29
2nd year term	9.29
3rd year term	11.89
4th year term	11.89

1-42AtSS

Carpenter - Heavy&Highway — 07/01/2013

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

WAGES
Per hour

	07/01/2013	07/01/2014 An Additional
Carpenter	$ 27.55	$ 0.77*
Millwright	29.05	0.77*
Piledriver	27.55	0.77*
Diver-Wet Day	62.50	0.77*
Diver-Dry Day	28.55	0.77*
Diver-Tender	28.55	0.77*
Diver-Slurry and Effluent	93.75	0.77*

(*)To be allocated at a later date.

State or Federal designated hazardous site, requiring protective gear shall be an additional $2.00 per hour.
Certified welders when required to perform welding work will receive an additional $1.25 per hour.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

Diver rates applies to all hours worked on dive day. Additional pay based upon the deepest depth or penetration on the day of the dive:

Depth Pay
0' to 80' no additional.
81' to 100' an additional $0.50 per foot
101' to 150' an additional $0.75 per foot
151' and deeper an additional $1.25 per foot

Penetration pay for divers

0' to 50' no additional.
51' to 100' an additional $0.75 per foot
101' and deeper an additional $1.00 per foot

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 18.50

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

REGISTERED APPRENTICES
Wages per hour

One year terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked

1st year terms	$ 9.29
2nd year terms	9.29
3rd year terms	11.89
4th year terms	11.89

1-291HH-Alb

Electrician — 07/01/2013

JOB DESCRIPTION Electrician **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Greene: All of the city of Catskill and that portion of the countythat lies north of Route 23A.
Otsego: Only the Towns of Decatur and Worchester

WAGES
Per hour

	07/01/2013	06/01/2014 Additional
Electrcian	$34.50	$1.95*
Audio/Sound	34.50	1.95*
Video	34.50	1.95*
Tele-Data	34.50	1.95*

Notes: An additional 5% above rate for work over 30' above floor when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.
An additional 10% above rate on towers & smoke stacks over 100' high.
An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.
An additional 5% above rate when Journeymen are required to work as Lead(Pb) cable splicers.
An additional 10% above rate when Journeymen Welders are required to have ASME verification.

(*) To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 19.97
	+3% of wage

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 12:30 AM	REGULAR RATE PLUS 10%
3rd Shift	12:30 AM to 8:00 AM	REGULAR RATE PLUS 15%

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

REGISTERED APPRENTICES
Wages per hour

Terms at the following percentage of Journeyman's wage.

6mo	1st yr	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.
An additional 10% above rate on towers & smoke stacks over 100' high.
An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Supplemental Benefits per hour worked

1st term	$ 9.66*
2nd term	9.66*
All others	19.97*

*Plus additional 3% of wage

1-236

Elevator Constructor — 07/01/2013

JOB DESCRIPTION Elevator Constructor **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2013	01/01/2014	01/01/2015
Mechanic	$ 40.36	$ 40.90	$ 41.51
Helper	70% of Mechanic Wage Rate		

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per hour worked

	07/01/2013	01/01/2014	01/01/2015
Journeyman/Helper	$ 25.185*	$ 26.785*	$ 28.385*

(*)Plus 6% of gross wages if less than 5 years service
(*)Plus 8% of gross wages if more than 5 years service

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour

0-6 mo	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

Supplemental Benefits per hour worked

Same as Journeyman/Helper

1-35

Glazier — 07/01/2013

JOB DESCRIPTION Glazier **DISTRICT** 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour

	07/01/2013
Glazier base wage	$ 24.75
	+ additional $1.50 per hour for all hours worked
*High Work Base Wage	28.45
	+ additional $3.50 per hour for all hours worked

(*)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	$ 15.78
Journeyman High Work	20.58

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

Premium is applied to the respective base wage only.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

REGISTERED APPRENTICES

Wages per hour

Apprentice Glazier One Half Year (900 hr) terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%

+ additional $1.50 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work One Half Year (900 hr) terms at the following percentage of Journeyman's Hi-Work base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%

+ additional $3.50 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

For apprentices indentured after 07/01/2009 the following supplemental benefit applies:

Apprentice	
1st-4th term	$ 14.01
5th-8th term	15.78
Apprentice High Work	
1st-4th term	$ 16.03
5th-8th term	20.58

For apprentices indentured prior to and including 07/01/2009, the following supplemental benefit applies:

Apprentice	$ 15.78
Apprentice High Work	20.58

1-201

Insulator - Heat & Frost — 07/01/2013

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

WAGES

Wages per hour	07/01/2013	05/01/2014 Additional	05/01/2015 Additional
Asbestos Worker*	$ 30.60	$ 1.50**	$ 1.50**
Insulator*	30.60	1.50**	1.50**
Firestopping Worker*	26.01	1.50**	1.50**

(*)On Mechanical Systems only.
(**)To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 19.49

OVERTIME PAY
See (*B1, **Q) on OVERTIME PAGE
*B1=Double time begins after 10 hours on Saturday
**Q=Triple time on Labor Day if worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When a holiday falls on Sunday the following Monday shall be observed as the holiday.

REGISTERED APPRENTICES
Wages per hour

one year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
60 %	70 %	80 %	90 %

Supplemental Benefits per hour worked:

Apprentices	$ 19.49

1-40

Ironworker — 07/01/2013

JOB DESCRIPTION Ironworker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.
Hamilton: Only the Townships of Hope, Benson and Wells.
Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.
Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

WAGES

Per hour	07/01/2013	05/01/2014 An Additional
Ornamental	$ 28.50	$1.55*
Reinforcing	28.50	1.55*
Rodman	28.50	1.55*
Structural & Precast	28.50	1.55*
Mover/Rigger	28.50	1.55*
Fence Erector	28.50	1.55*

Stone Derrickman	28.50	1.55*
Sheeter	28.75	1.55*
Curtain Wall Installer	28.50	1.55*
Metal Window Installer	28.50	1.55*

*To be allocated at a later date

SUPPLEMENTAL BENEFITS
Per hour worked

JOURNEYMAN $ 24.06

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour
ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2013
1st year	$ 16.00
2nd year	18.00
3rd year	20.00
4th year	22.00

Supplemental Benefits per hour worked

1st year	$ 9.50
2nd year	18.53
3rd year	19.82
4th year	21.11

Laborer - Building — 07/01/2013

JOB DESCRIPTION Laborer - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Rensselaer, Washington

PARTIAL COUNTIES
Columbia: Only the Townships of Stuyvesant, Stockport, Kinderhook, New Lebanon, Canaan, Ghent, Chatham and Austerlitz.
Greene: Entire county except the Township of Catskill
Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater and Waterford

WAGES
Per hour

	07/01/2013
Group #1: All Classifications except as noted in Groups 2 & 3	$ 24.21
Group #2: Blaster, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Metal Formsetter sidewalk),Well Pointing & Laser Operator	24.71
Group #3: Handling of Asbestos or Toxic Materials	25.56

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	$ 18.04

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour
1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

	07/01/2013
Apprentices	$ 18.04

1-190

Laborer - Heavy&Highway — 07/01/2013

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Rensselaer, Washington

PARTIAL COUNTIES
Columbia: Only the Townships of Stuyvesant, Stockport, Kinderhook,New Lebanon, Canaan, Ghent, Chatham and Austerlitz.
Greene: Entire county except the Township of Catskill.
Saratoga: Only the Townships of Halfmoon, Saratoga, Stillwater,and Waterford.

WAGES
GROUP # A:
Basic, Drill Helper, Flagman, Outboard and Hand Boats

GROUP # B:
Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunite,Seeding and Sand Blasting), Laborers on Chain Link Fence. Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:
Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Raker and Powderman.

GROUP # D:
Blasters, Metal Form Setters(sidewalk), Stone or Granite Curb Setters.

GROUP # E:
Employees performing hazarardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

WAGES per hour

	07/01/2013	07/01/2014 Additional	07/01/2015 Additional
Group # A	$ 26.99	$ 1.50*	$ 1.50*
Group # B	27.19	1.50*	1.50*
Group # C	27.39	1.50*	1.50*
Group # D	27.59	1.50*	1.50*
Group # E	28.99	1.50*	1.50*

All employees who work a single irregular work day that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional $2.00 per hour.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman $ 18.30

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES
Wages per hour

1000 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th
65%	70%	80%	80%

Supplemental Benefits per hour worked

Apprentices $ 18.30

1-190 h/h

Lineman Electrician — 07/01/2013

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (14.01.01)

	07/01/2013	05/05/2014	05/04/2015
Lineman, Technician	$44.12	$45.51	$46.90
Crane, Crawler Backhoe	44.12	45.51	46.90
Welder, Cable Splicer	44.12	45.51	46.90
Digging Machine Operator	39.71	40.96	42.21
Tractor Trailer Driver	37.50	38.68	39.87
Groundman, Truck Driver	35.30	36.41	37.52
Mechanic 1st Class	35.30	36.41	37.52
Flagman	26.47	27.31	28.14

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (14.02.01-A)

Lineman, Technician	$44.12	$45.51	$46.90
Crane, Crawler Backhoe	44.12	45.51	46.90
Cable Splicer-Pipe Type Cable	48.53	50.06	51.59
Cert. Welder-Pipe Type Cable	46.33	47.79	49.25
Digging Machine Operator	39.71	40.96	42.21
Tractor Trailer Driver	37.50	38.68	39.87
Mechanic 1st Class	35.30	36.41	37.52
Groundman, Truck Driver	35.30	36.41	37.52
Flagman	26.47	27.31	28.14

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (14.02.01-B)

Lineman, Technician, Welder	$45.40	$46.80	$48.20
Crane, Crawler Backhoe	45.40	46.80	48.20
Digging Machine Operator	40.86	42.12	43.38
Tractor Trailer Driver	38.59	39.78	40.97
Groundman, Truck Driver	36.32	37.44	38.56
Mechanic 1st Class	36.32	37.44	38.56
Flagman	27.24	28.08	28.92
Cert. Welder-Pipe Type Cable	47.67	49.14	50.61
Cable Splicer-Pipe Type Cable	49.94	51.48	53.02

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (14.03.01)

Lineman, Technician, Welder	$46.62	$48.02	$49.41
Crane, Crawler Backhoe	46.62	48.02	49.41
Cable Splicer	46.62	48.02	49.41
Digging Machine Operator	41.96	43.22	44.47
Tractor Trailer Driver	39.63	40.82	42.00
Groundman, Truck Driver	37.30	38.42	39.53
Mechanic 1st Class	37.30	38.42	39.53
Flagman	27.97.	28.81	29.65

Additional $1.00 per hour for entire crew when a helicopter is used.

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

$19.00 *plus 7.5% of hourly wage	$19.75 *plus 7.5% of hourly wage	$20.50 *plus 7.5% of hourly wage

*The 7.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata

07/01/2013

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour:

FOR OUTSIDE WORK.

	07/01/2013	01/01/2014
Cable Splicer	$28.55	$29.12
Installer, Repairman	27.10	27.64
Teledata Lineman	27.10	27.64
Technician, Equipment Operator	27.10	27.64
Groundman	14.37	14.66

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SUPPLEMENTAL BENEFITS
Per hour worked:

	$ 4.43 *plus 3% of wage paid	$ 4.43 *plus 3% of wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting

07/01/2013

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

DISTRICT 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Per hour:

	07/01/2013	05/05/2014	05/04/2015	05/02/2016 *Additional
Lineman, Technician	$39.19	$40.12	$41.04	$2.00
Crane, Crawler Backhoe	39.19	40.12	41.04	2.00
Certified Welder	41.15	42.13	43.09	2.00
Digging Machine	35.27	36.11	36.94	2.00
Tractor Trailer Driver	33.31	34.10	34.88	2.00
Groundman, Truck Driver	31.35	32.10	32.83	2.00
Mechanic 1st Class	31.35	32.10	32.83	2.00
Flagman	23.51	24.07	24.62	2.00

* To be allocated at a later date.

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

** IMPORTANT NOTICE **

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. *Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per hour worked including holidays listed below:

All classifications	$19.00 *plus 7.5% of hourly wage	$19.75 *plus 7.5% of hourly wage	$20.50 *plus 7.5% of hourly wage

*The 7.5% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

REGISTERED APPRENTICES
WAGES: 1000 hour terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer — 07/01/2013

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Per hour:

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

	07/01/2013
Tree Trimmer	$ 22.08
Equipment Operator	19.48
Mechanic	19.48
Truck Driver	16.46
Groundman	13.51
Flag person	9.62

SUPPLEMENTAL BENEFITS
Per hour worked including holidays listed below:

$ 8.30
*plus 3% of
hourly wage

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

6-1249TT

Mason - Building **07/01/2013**

JOB DESCRIPTION Mason - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour	07/01/2013	06/01/2014 An Additional
Tile/Marble/Terazzo		
Setter	$ 29.74	$1.35*
Finisher	23.55	1.07*

(*) To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman Setter	$ 17.93
Journeyman Finisher	15.23

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hours	60%
2nd term 501-1500 hours	70%
3rd term 1501-2500 hours	80%
4th term 2501-3500 hours	85%
5th term 3501-4500 hours	90%
6th term 4501-6000 hours	95%

Finisher:	
1st term 0-500 hours	70%
2nd term 501-1500 hours	80%
3rd term 1501-2500 hours	90%
4th term 2501-3700 hours	95%

Supplemental Benefits per hour worked

Setter:	
1st term 0-500 hours	$ 10.33
2nd term 501-1500 hours	10.33
3rd term 1501-2500 hours	14.13
4th term 2501-3500 hours	14.13
5th term 3501-4500 hours	16.03
6th term 4501-6000 hours	17.93

Finisher:	
1st term 0-500 hours	$ 9.83
2nd term 501-1500 hours	9.83
3rd term 1501-2500 hours	12.53
4th term 2501-3700 hours	12.53

1-2TS.1

Mason - Building — 07/01/2013

JOB DESCRIPTION Mason - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Lake George, Lake Luzerne,Queensbury, Stony Creek, Thurman & Warrensburg.

WAGES
Per hour

	07/01/2013	05/01/2014 An Additional
Bricklayer	$ 31.11	$ 1.25**
Cement Mason(Bldg)	31.11	1.25**
Plasterer/Fireproofing*	31.11	1.25**
Pointer/Caulker/Cleaner	31.11	1.25**
Stone Mason	31.11	1.25**
Acid Brick	31.61	1.25**

(*)Fireproofing of Structural only.
(**)To be allocated at a later date

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman $ 18.60

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour

750 hour terms at the following percentage of Journey's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0-500 Hours	$10.15
All others	18.60

1-2b.1

Mason - Heavy&Highway — 07/01/2013

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES
Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES
Per hour

07/01/2013	07/01/2014 Additional	07/01/2015 Additional	07/01/2016 Additional

Mason & Bricklayer	$ 32.05	$ 1.25*	$ 1.35*	$ 1.45*

Additional $1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman $ 17.64

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES
Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0-500 Hours	$ 10.29
All others	17.64

1-2hh.1

Millwright — 07/01/2013

JOB DESCRIPTION Millwright **DISTRICT** 1

ENTIRE COUNTIES
Albany, Fulton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour:	07/01/2013	07/01/2014 An Additional
Millwright	$ 28.75	$1.28*

Note: WELDER/HAZMAT - A Certified Welder shall received $ 1.25 per hour in addition to the current journeyman's rate provided he/she is directed to perform certified welding. If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that Employee shall receive a $ 1.25 premium per hour.

(*) To be allocated at a later date

SUPPLEMENTAL BENEFITS
Per hour worked:

Millwright $ 17.86

OVERTIME PAY
See (B, E, *E2, Q) on OVERTIME PAGE
*Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire or natural disaster prevent the performance of work on a regularly scheduled work day. If a make-up day is utilized, a minimun of eight hours must be scheduled.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked:

1st Year Term	$ 7.79
2nd Year Term	14.84
3rd Year Term	15.85
4th Year Term	16.85

1-1163b

Operating Engineer - Building — 07/01/2013

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES
CLASS A1:
Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks,whirlies, dragline, boom trucks over 5 tons.

CLASS A:
Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:
Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vac truck.

CLASS C:
Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps.

* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour	07/01/2013	07/01/2014
Class # A1	$ 36.45	$ 37.80
Class # A	36.01	37.36
Class # B	35.10	36.45
Class # C	32.53	33.88

Additional $0.50 per hr for Tower Cranes.
Additional $1.00 per hr for Cranes with Boom length & jib 150ft. and over.
Additional $2.00 per hr for Cranes with Boom length & jib 200ft. and over.
Additional $2.00 per hr over B rate for Nuclear Leader work.
Additional $0.40 per hr for tunnel or excavation of shaft 40' or more deep.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 23.12	$ 23.87

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES
Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

	07/01/2013	07/01/2014
All terms	$ 18.55	$ 19.30

1-158 Alb

Operating Engineer - Heavy&Highway — 07/01/2013

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES
Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES
CLASSIFICATION A:
Asphalt Curb Machine (Self Propelled, Slipform), Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:
Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vac Truck, Vermeer saw (ride on, any size or type), Welder

CLASSIFICATION C:
A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), oiler (used in conjunction with production), Bituminous Heater (self-propelled), oat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro -Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2013	07/01/2014
Master Mechanic	$ 37.57	$ 38.92
Class A*	35.96	37.31
Class B	35.05	36.40
Class C	32.48	33.83

Additional $2.00 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.
Additional $2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(*) Premiums for CRANES is based upon Class A rates with the following premiums:
- Additional $4.00 per hr for Tower Cranes, including self erecting.
- Additional $3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional $2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 23.35	$ 24.10

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on a Saturday, it will be celebrated on Saturday.

REGISTERED APPRENTICES
Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

	07/01/2013	07/01/2014
All Terms	$ 18.75	$ 19.50

1-158H/H Alb

Operating Engineer - Marine Construction — 07/01/2013

JOB DESCRIPTION Operating Engineer - Marine Construction **DISTRICT** 4

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per Hour:

DREDGING OPERATIONS	07/01/2013
CLASS A	
Operator, Leverman, Lead Dredgeman	$ 32.89
CLASS A1 Dozer,Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B	
Spider/Spill Barge Operator, Tug Operator(over1000hp),	$ 28.49

OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	
Certified Welder, Boat Operator(licensed)	$ 26.84
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer.	$ 26.14
Welder (please add)	$ 0.06
Boat Operator	$ 25.29
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	$ 21.09
Oiler(please add)	$ 0.09

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2013
All Classes A & B	$ 8.45 plus 7% of straight time wage overtime hours add $ 0.63
All Class C	$ 8.10 plus 8% of straight time wage overtime hours add $ 0.48
All Class D	$ 7.85 plus 8% of straight time wage overtime hours add $ 0.33

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Survey Crew — 07/01/2013

JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: : The Northern portion of the county from the Northern boundry line of the City of Poughkeepsie north.
Genesee: Only that portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia

WAGES
Per hour:

SURVEY CLASSIFICATIONS:

Party Chief- One who directs a survey party.
Instrument person- One who runs the instrument and assists the Party Chief.
Rod person- One who holds the rods and, in general, assists the Survey Party.

	07/01/2013	07/01/2014	07/01/2015
Party Chief	$34.02	$35.49	$36.53
Instrument person	31.16	32.53	33.46
Rod person	22.75	23.83	24.46

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$22.25	$22.75	$23.75

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES: One year or 1000 hour terms at the following wage rates.

1st year 60%	$13.65	$14.30	$14.68
2nd year 70%	15.93	16.68	17.12
3rd year 80%	18.20	19.06	19.57

SUPPLEMENTAL BENEFITS per hour worked:

	$22.25	$22.75	$23.75

Operating Engineer - Survey Crew - Consulting Engineer — 07/01/2013

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundry line of the City of Poughkeepsie north.
Genesee: Entire county except that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES
Per hour:

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

SURVEY CLASSIFICATIONS:

Party Chief- One who directs a survey party.
Instrument person- One who runs the instrument and assists the Party Chief.
Rod person- One who holds the rods and in general, assists the Survey Party.

	07/01/2013	07/01/2014	07/01/2015
Party Chief	$34.02	$35.49	$36.53
Instrument person	31.16	32.53	33.46
Rod person	22.75	23.83	24.46

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

SUPPLEMENTAL BENEFITS
Per hour worked:

$22.25 $22.75 $23.75

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

6-545 DCE

Operating Engineer - Tunnel — 07/01/2013

JOB DESCRIPTION Operating Engineer - Tunnel **DISTRICT** 5

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.
Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES
Crane 1: All cranes, including self erecting to be paid $4.00 per hour over the Class A rate.
Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over to be paid $3.00 per hour over Class A rate.
Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton nad below, including boom trucks, to be paid $2.00 per hour over Class A rate.

MASTER MECHANIC/CHIEF TUNNEL ENG.:

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted,rubber tired); Belt Placer (CMI Type); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-propelled slipform) Concrete Pump (8" or over); Dredge; Dual Drum Paver; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and All Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (Tractor Mounted); Front End Loader (under 4 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and Track Liner (Ride-on); Tractor (with towed accessories); Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors(3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors(any size, but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-3 or less-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinius Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour:	07/01/2013	07/01/2014
Crane 1	$ 42.48	$ 43.68
Crane 2	41.48	42.68
Crane 3	40.48	41.68
Master Mechanic	40.61	41.81
CLASS A	38.48	39.68
CLASS B	37.26	38.46
CLASS C	34.47	35.67
CLASS D	31.46	32.66

On hazardous waste work bid, on a state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus $5.00 per hour. Fringe benefits will be paid at the contractual hourly wage.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman	$ 23.65	$ 24.55

OVERTIME PAY
See (B, B2, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:	See (5, 6) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1000) hours terms at the following percentages.

1st term	60% of Class D
2nd term	65% of Class C
3rd term	70% of Class B
4th term	75% of Class A

Supplemental Benefits per hour paid:

	$ 23.65	$ 24.55

5-832TL.

Painter **07/01/2013**

JOB DESCRIPTION Painter **DISTRICT** 1

ENTIRE COUNTIES
Albany, Fulton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES
Per hour

	07/01/2013	05/01/2014 Additional	05/01/2015 Additional
Painter\Wallcover	$ 26.74	$ 1.35**	$ 1.40**
Drywall Finishers	26.74	1.35**	1.40**
Spray Rate	26.74	1.35**	1.40**
Structrual Steel*	27.74	1.35**	1.40**
Lead Abatement	27.74	1.35**	1.40**
Lead Abatement on			

Structural Steel	28.74	1.35**	1.40**

(*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.
(**)To be allocated at a later date

Bridge Painter
See Bridge Painter rates for the following work:
All Bridges and Tanks

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$10.62

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour

900 hour terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

All Terms	$10.62

1-466-Z1

Painter - Bridge & Structural Steel — 07/01/2013

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 9

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour Worked:	07/01/2013	10/1/2013
STEEL:		
Bridge Painting	$52.13	$53.13

Power Tool/Spray is an additional $6.00 per hour above hourly rate, whether straight time or overtime

Note: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS
Per Hour Worked:

	07/01/2013	10/1/2013
Journeyworker	$27.05*	$27.55*
Hourly Rate after 40 hours from May 1st to Nov. 15th	$6.75 only	$6.75 only
Hourly Rate after 50 hours from Nov. 16th to April 30th	$6.75 only	$6.75 only

*For the period of May 1st to November 15th:
This rate shall be paid up to maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.
EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

*For the period of November 16th to April 30th:
This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

OVERTIME PAY
See (A, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
(Wage per hour Worked):

Apprentices: (1) year terms

	07/01/2013	10/01/2013
1st 90 days	$20.85	$21.25
1st year after 90 days	$20.85	$21.25
2nd year	$31.28	$31.88
3rd year	$41.70	$42.50

Supplemental Benefits per hour worked:

	07/01/2013	10/01/2013
1st 90 days	$ 8.45	$ 8.65
1st year after 90 days	$ 8.70	$ 8.90
2nd year	$19.15	$19.45
3rd year	$23.10	$23.50

9-DC-9/806/155-BrSS

Painter - Line Striping — 07/01/2013

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 9

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

	07/01/2013
Painter (Striping-Highway):	
Striping-Machine Operator*	$26.61 plus an additional $0.50**
Linerman Thermoplastic	$31.87 plus an additional $0.50**

** To be allocated at a future date

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

SUPPLEMENTAL BENEFITS
Per hour paid: 07/01/2013
Journeyworker:

Striping-Machine operator	$ 14.18
Linerman Thermoplastic	$ 14.55

OVERTIME PAY
See (B, B2, E, E2, P, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

9-8A/28A-LS

Painter - Metal Polisher — 07/01/2013

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 9

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2013
Metal Polisher	$ 27.15
Metal Polisher**	$ 28.24
Metal Poilsher***	$ 30.65

**Note: Applies on New Construction & complete renovation
*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2013
Journeyworker:	
All classification	$ 13.61

OVERTIME PAY
See (B, E, Q, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

1st	2nd	3rd
$11.00	$12.50	$15.50

Supplentals benefits:
Per hour paid:

1st	2nd	3rd
$ 9.94	$10.31	$10.51

9-8A/28A-MP

Plumber — 07/01/2013

JOB DESCRIPTION Plumber **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

PARTIAL COUNTIES
Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.
Saratoga: Only the Towns of Charlton, Clifton Park, Galway,Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

WAGES
Per hour:

	07/01/2013	05/01/2014 Additional	05/01/2015 Additional
Plumber:			
Pipefitter, Steamfitter	$ 36.02	$ 2.05*	$ 2.05*

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 22.26

OVERTIME PAY
See (B1, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Whenever a Holiday falls on Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

REGISTERED APPRENTICES
Wages per hour
One year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
45 %	55 %	65 %	75 %	90 %

Supplemental Benefits per hour worked:

	07/01/2013
Apprentices	$ 22.26

1-7-SF

Roofer — 07/01/2013

JOB DESCRIPTION Roofer **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES
Per hour

	07/01/2013
Roofer/Waterproofer	$ 27.45
Pitch & Asbestos	29.45

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 14.52

OVERTIME PAY
See (B, E*, Q) on OVERTIME PAGE.
* Saturday may be used as a make up day at straight time if employee misses 8 hrs or more during that week due to inclement weather.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour

(1/2) year terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional $2.00 must be paid in wages.

1st yr 1st half	50%
1st yr 2nd half	58%
2nd yr 1st half	66%
2nd yr 2nd half	74%
3rd yr 1st half	82%
3rd yr 2nd half	90%

Supplemental Benefits per hour worked

1st yr 1st half	$ 12.75
1st yr 2nd half	12.94
2nd yr 1st half	13.17
2nd yr 2nd half	13.37
3rd yr 1st half	13.65
3rd yr 2nd half	13.85

1-241

Sheetmetal Worker — 07/01/2013

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2013	06/01/2014 Additional	06/01/2015 Additional
Sheetmetal Worker	$ 31.35	$ 2.10*	$ 2.15*

(*) To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 23.58 +3% of wage

OVERTIME PAY
See (B,E*,Q,) on OVERTIME PAGE
* Time and one half 1st 8 hours on Saturday. Double the hourly rate all additional Saturday hours.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES
Wages per hour

6 Month Terms at the following rate:

1st term	$ 16.36
2nd term	17.73
3rd term	18.42
4th term	19.11
5th term	19.27
6th term	20.22
7th term	21.81
8th term	23.40
9th term	24.99
10th term	26.58

Supplemental Benefits per hour worked

1st term	$ 14.78*
2nd term	15.18*
3rd term	15.39*
4th term	15.59*
5th term	19.70*
6th term	20.01*
7th term	20.52*
8th term	21.03*
9th term	21.54*
10th term	22.05*

(*) Plus additional 3% of wage

1-83

Sprinkler Fitter **07/01/2013**

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES

	07/01/2013
Per hour	
Sprinkler Fitter	$ 29.68

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 20.52

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
Wages per hour

For Apprentices HIRED PRIOR TO 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 15.08	$ 15.08	$ 16.26	$ 17.77	$ 19.28	$ 20.79	$ 22.29	$ 23.80	$ 25.31	$ 26.82

Supplemental Benefits per hour worked

	07/01/2013
1st & 2nd Terms	$ 8.60
3rd Term	14.87
4th Term	14.91
5th Term	20.21
6th Term	20.25
7th Term	20.30
8th Term	20.34
9th Term	20.39
10th Term	20.43

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 13.57	$ 15.08	$ 16.26	$ 17.77	$ 19.28	$ 20.79	$ 22.29	$ 23.80	$ 25.31	$ 26.82

Supplemental Benefits per hour worked

	07/01/2013
1st Term	$ 8.56
2nd Term	8.60
3rd Term	14.87
4th Term	14.91
5th Term	15.46
6th Term	15.50
7th Term	15.55
8th Term	15.59
9th Term	15.64
10th Term	15.68

Teamster - Building — 07/01/2013

JOB DESCRIPTION Teamster - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Warrensburg, Thurman,Stony Creek, Lake George, Lake Luzerne and Queensbury.

WAGES

GROUP # A:
Straight trucks, winch, transit mix on the site, road oilers, dump trucks, pick-ups, panel, water trucks, fuel trucks on the site (including nozzle).

GROUP # B:
Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2013
Group A	$25.27
Group B	$25.57

SUPPLEMENTAL BENEFITS
Per hour worked

	07/01/2013
Journeyman	$ 17.06

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294

Teamster - Heavy&Highway — 07/01/2013

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell, and Queensbury.

WAGES
GROUP #1:
Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:
Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:
Semi-Trailers, Low-boy Trucks, Asphalt Distribitor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:
Specialized Earth Moving Equipment, Euclid type, or similar off-highway,where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:
Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2013	07/01/2014	07/01/2015
Group #1	$26.67	$26.92	$26.92
Group #2	26.72	26.97	26.97
Group #3	26.81	27.06	27.06
Group #4	26.92	27.17	27.17
Group #5	27.07	27.32	27.32

Hazardous waste projects that require a Level C or greater protection shall be paid an additional $ 1.00 per hour.
All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional $1.50 per hour.
For work bid on or after April 1, 1995, there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per hour paid:

$17.77 + $1.00 per hour worked	$19.26 + $1.00 per hour worked	$20.90 + $1.00 per hour worked

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

1-294h/h

Welder **07/01/2013**

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour 07/01/2013

Welder (To be paid the same rate of the mechanic performing the work)

OVERTIME PAY

HOLIDAY

1-As Per Trade

Schenectady County General Construction

Boilermaker — 07/01/2013

JOB DESCRIPTION Boilermaker

DISTRICT 1

ENTIRE COUNTIES
Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

WAGES
Per hour

	07/01/2013	01/01/2014 An additional
Boilermaker	$ 31.05	$ 1.15*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeymen	$ 22.87* + 1.19

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES
Wages per hour
(1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour worked

All Apprentices get same benefits as Journeyman.

1-197

Carpenter - Building — 07/01/2013

JOB DESCRIPTION Carpenter - Building

DISTRICT 1

ENTIRE COUNTIES
Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

WAGES

Per hour:	07/01/2013	06/01/2014 An Additional
Carpenter	$ 28.39	$ 1.61*
Floor Coverer	28.39	1.61*
Carpet Layer	28.39	1.61*
Dry-Wall	28.39	1.61*
Lather	28.39	1.61*
Piledriver	28.64	1.61*
Diver-Wet Day	61.25	1.61*
Diver -Dry Day	29.39	1.61*
Diver Tender	29.39	1.61*

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:
- Certified welders shall receive $1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work

- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus $1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive:
  0' to 80' no additional fee
  81'to 100' additional $.50 per foot
  101'to 150' additional $0.75 per foot
  151'and deeper additional $1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
  0' to 50' no additional fee
  51' to 100' additional $.75 per foot
  101' and deeper additional $1.00 per foot

(*)To be allocated at a later date

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 17.65

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour

One year terms at the following percentage of Journeyman's base wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked:

Carpenter	
1st year term	$ 9.31
2nd year term	9.31
3rd year term	11.91
4th year term	11.91

Carpenter - Building / Heavy&Highway — 07/01/2013

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Wages per hour:

	07/01/2013	07/01/2014 An Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface Installer	$ 27.96	$ 0.73*

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour Paid:

	07/01/2013
Journeyman	$ 18.14

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour paid:

	07/01/2013
Carpenter	
1st year term	$ 9.29
2nd year term	9.29
3rd year term	11.89
4th year term	11.89

1-42AtSS

Carpenter - Heavy&Highway — 07/01/2013

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

WAGES
Per hour

	07/01/2013	07/01/2014 An Additional
Carpenter	$ 27.55	$ 0.77*
Millwright	29.05	0.77*
Piledriver	27.55	0.77*
Diver-Wet Day	62.50	0.77*
Diver-Dry Day	28.55	0.77*
Diver-Tender	28.55	0.77*
Diver-Slurry and Effluent	93.75	0.77*

(*)To be allocated at a later date.

State or Federal designated hazardous site, requiring protective gear shall be an additional $2.00 per hour.
Certified welders when required to perform welding work will receive an additional $1.25 per hour.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

Diver rates applies to all hours worked on dive day. Additional pay based upon the deepest depth or penetration on the day of the dive:

Depth Pay
0' to 80' no additional.
81' to 100' an additional $0.50 per foot
101' to 150' an additional $0.75 per foot
151' and deeper an additional $1.25 per foot

Penetration pay for divers

0' to 50' no additional.
51' to 100' an additional $0.75 per foot
101' and deeper an additional $1.00 per foot

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 18.50

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

REGISTERED APPRENTICES
Wages per hour

One year terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked

1st year terms	$ 9.29
2nd year terms	9.29
3rd year terms	11.89
4th year terms	11.89

1-291HH-Alb

Electrician — 07/01/2013

JOB DESCRIPTION Electrician **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Greene: All of the city of Catskill and that portion of the countythat lies north of Route 23A.
Otsego: Only the Towns of Decatur and Worchester

WAGES
Per hour

	07/01/2013	06/01/2014 Additional
Electrcian	$34.50	$1.95*
Audio/Sound	34.50	1.95*
Video	34.50	1.95*
Tele-Data	34.50	1.95*

Notes: An additional 5% above rate for work over 30' above floor when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.
An additional 10% above rate on towers & smoke stacks over 100' high.
An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.
An additional 5% above rate when Journeymen are required to work as Lead(Pb) cable splicers.
An additional 10% above rate when Journeymen Welders are required to have ASME verification.

(*) To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 19.97
	+3% of wage

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 12:30 AM	REGULAR RATE PLUS 10%
3rd Shift	12:30 AM to 8:00 AM	REGULAR RATE PLUS 15%

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

REGISTERED APPRENTICES
Wages per hour

Terms at the following percentage of Journeyman's wage.

6mo	1st yr	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.
An additional 10% above rate on towers & smoke stacks over 100' high.
An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Supplemental Benefits per hour worked

1st term	$ 9.66*
2nd term	9.66*
All others	19.97*

*Plus additional 3% of wage

1-236

Elevator Constructor — 07/01/2013

JOB DESCRIPTION Elevator Constructor **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2013	01/01/2014	01/01/2015
Mechanic	$ 40.36	$ 40.90	$ 41.51
Helper	70% of Mechanic Wage Rate		

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per hour worked

	07/01/2013	01/01/2014	01/01/2015
Journeyman/Helper	$ 25.185*	$ 26.785*	$ 28.385*

(*)Plus 6% of gross wages if less than 5 years service
(*)Plus 8% of gross wages if more than 5 years service

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour

0-6 mo	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

Supplemental Benefits per hour worked

Same as Journeyman/Helper

1-35

Glazier — 07/01/2013

JOB DESCRIPTION Glazier **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2013
Glazier base wage	$ 24.75
	+ additional $1.50 per hour for all hours worked
*High Work Base Wage	28.45
	+ additional $3.50 per hour for all hours worked

(*)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 15.78
Journeyman High Work	20.58

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE
Premium is applied to the respective base wage only.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

REGISTERED APPRENTICES
Wages per hour

Apprentice Glazier One Half Year (900 hr) terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%

+ additional $1.50 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work One Half Year (900 hr) terms at the following percentage of Journeyman's Hi-Work base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%

+ additional $3.50 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

For apprentices indentured after 07/01/2009 the following supplemental benefit applies:

Apprentice	
1st-4th term	$ 14.01
5th-8th term	15.78
Apprentice High Work	
1st-4th term	$ 16.03
5th-8th term	20.58

For apprentices indentured prior to and including 07/01/2009, the following supplemental benefit applies:

Apprentice	$ 15.78
Apprentice High Work	20.58

1-201

Insulator - Heat & Frost — 07/01/2013

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

WAGES

Wages per hour	07/01/2013	05/01/2014 Additional	05/01/2015 Additional
Asbestos Worker*	$ 30.60	$ 1.50**	$ 1.50**
Insulator*	30.60	1.50**	1.50**
Firestopping Worker*	26.01	1.50**	1.50**

(*)On Mechanical Systems only.
(**)To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 19.49

OVERTIME PAY
See (*B1, **Q) on OVERTIME PAGE
*B1=Double time begins after 10 hours on Saturday
**Q=Triple time on Labor Day if worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When a holiday falls on Sunday the following Monday shall be observed as the holiday.

REGISTERED APPRENTICES
Wages per hour

one year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
60 %	70 %	80 %	90 %

Supplemental Benefits per hour worked:

Apprentices	$ 19.49

1-40

Ironworker — 07/01/2013

JOB DESCRIPTION Ironworker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.
Hamilton: Only the Townships of Hope, Benson and Wells.
Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.
Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

WAGES

Per hour	07/01/2013	05/01/2014 An Additional
Ornamental	$ 28.50	$1.55*
Reinforcing	28.50	1.55*
Rodman	28.50	1.55*
Structural & Precast	28.50	1.55*
Mover/Rigger	28.50	1.55*
Fence Erector	28.50	1.55*

Stone Derrickman	28.50	1.55*
Sheeter	28.75	1.55*
Curtain Wall Installer	28.50	1.55*
Metal Window Installer	28.50	1.55*

*To be allocated at a later date

SUPPLEMENTAL BENEFITS
Per hour worked

JOURNEYMAN $ 24.06

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour
ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2013
1st year	$ 16.00
2nd year	18.00
3rd year	20.00
4th year	22.00

Supplemental Benefits per hour worked

1st year	$ 9.50
2nd year	18.53
3rd year	19.82
4th year	21.11

1-12

Laborer - Building

07/01/2013

JOB DESCRIPTION Laborer - Building

DISTRICT 1

ENTIRE COUNTIES
Schenectady, Schoharie

PARTIAL COUNTIES
Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown,Broadalbin and Perth.
Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.
Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau,South Glens Falls, Providence, Greenfield, Wilton, Galway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.

WAGES
Per hour

	07/01/2013
Group #1: All Classifications except as noted in Groups 2 & 3	$ 25.34
Group #2: Blaster, Drilling equipment only where a separate air compressor unit supplies power, Metal formsetter (sidewalk), Well pointing & Laser operator	25.84
Group #3: Handling of Asbestos or Toxic Materials	26.69

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	$ 16.91

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour
1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

	07/01/2013
Apprentices	$ 16.91

Laborer - Heavy&Highway — 07/01/2013

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Schenectady, Schoharie

PARTIAL COUNTIES
Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown,Broadalbin and Perth.
Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.
Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau,South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park

WAGES
GROUP # A:
Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B:
Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer,Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers, Tools Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:
Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Paver/Raker and Powderman.

GROUP # D:
Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

GROUP # E:
Employees performing hazarardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

WAGES per hour	07/01/2013	07/01/2014 Additional	07/01/2015 Additional
Group # A	$ 27.05	$ 1.50*	$ 1.50*
Group # B	27.25	1.50*	1.50*
Group # C	27.45	1.50*	1.50*
Group # D	27.65	1.50*	1.50*
Group # E	29.05	1.50*	1.50*

Workers on a single irregular work shift starting anytime from 5:00 pm to 1:00 am due to governmental mandated night work shall be paid an additional $2.00 per hour.
(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman $ 18.24

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES
Wages per hour

1000 HOUR TERMS AT THE FOLLOWING PERCENTAGE OF JOURNEYMAN'S BASE WAGE

1ST	2ND	3RD	4TH
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices $ 18.24

1-157h/h

Lineman Electrician — 07/01/2013

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (14.01.01)

	07/01/2013	05/05/2014	05/04/2015
Lineman, Technician	$44.12	$45.51	$46.90
Crane, Crawler Backhoe	44.12	45.51	46.90
Welder, Cable Splicer	44.12	45.51	46.90
Digging Machine Operator	39.71	40.96	42.21
Tractor Trailer Driver	37.50	38.68	39.87
Groundman, Truck Driver	35.30	36.41	37.52
Mechanic 1st Class	35.30	36.41	37.52
Flagman	26.47	27.31	28.14

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (14.02.01-A)

Lineman, Technician	$44.12	$45.51	$46.90
Crane, Crawler Backhoe	44.12	45.51	46.90
Cable Splicer-Pipe Type Cable	48.53	50.06	51.59
Cert. Welder-Pipe Type Cable	46.33	47.79	49.25
Digging Machine Operator	39.71	40.96	42.21
Tractor Trailer Driver	37.50	38.68	39.87
Mechanic 1st Class	35.30	36.41	37.52
Groundman, Truck Driver	35.30	36.41	37.52
Flagman	26.47	27.31	28.14

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (14.02.01-B)

Lineman, Technician, Welder	$45.40	$46.80	$48.20
Crane, Crawler Backhoe	45.40	46.80	48.20
Digging Machine Operator	40.86	42.12	43.38
Tractor Trailer Driver	38.59	39.78	40.97
Groundman, Truck Driver	36.32	37.44	38.56
Mechanic 1st Class	36.32	37.44	38.56
Flagman	27.24	28.08	28.92
Cert. Welder-Pipe Type Cable	47.67	49.14	50.61
Cable Splicer-Pipe Type Cable	49.94	51.48	53.02

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (14.03.01)

Lineman, Technician, Welder	$46.62	$48.02	$49.41
Crane, Crawler Backhoe	46.62	48.02	49.41
Cable Splicer	46.62	48.02	49.41
Digging Machine Operator	41.96	43.22	44.47
Tractor Trailer Driver	39.63	40.82	42.00
Groundman, Truck Driver	37.30	38.42	39.53
Mechanic 1st Class	37.30	38.42	39.53
Flagman	27.97	28.81	29.65

Additional $1.00 per hour for entire crew when a helicopter is used.

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

	$19.00 *plus 7.5% of hourly wage	$19.75 *plus 7.5% of hourly wage	$20.50 *plus 7.5% of hourly wage

*The 7.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS: Same as Journeyman

Lineman Electrician - Teledata — 07/01/2013

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour:

FOR OUTSIDE WORK.

	07/01/2013	01/01/2014
Cable Splicer	$28.55	$29.12
Installer, Repairman	27.10	27.64
Teledata Lineman	27.10	27.64
Technician, Equipment Operator	27.10	27.64
Groundman	14.37	14.66

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SUPPLEMENTAL BENEFITS
Per hour worked:

	$ 4.43 *plus 3% of wage paid	$ 4.43 *plus 3% of wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting — 07/01/2013

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Per hour:

	07/01/2013	05/05/2014	05/04/2015	05/02/2016 *Additional
Lineman, Technician	$39.19	$40.12	$41.04	$2.00
Crane, Crawler Backhoe	39.19	40.12	41.04	2.00
Certified Welder	41.15	42.13	43.09	2.00
Digging Machine	35.27	36.11	36.94	2.00
Tractor Trailer Driver	33.31	34.10	34.88	2.00
Groundman, Truck Driver	31.35	32.10	32.83	2.00
Mechanic 1st Class	31.35	32.10	32.83	2.00
Flagman	23.51	24.07	24.62	2.00

* To be allocated at a later date.

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

** IMPORTANT NOTICE **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per hour worked including holidays listed below:

All classifications	$19.00 *plus 7.5% of hourly wage	$19.75 *plus 7.5% of hourly wage	$20.50 *plus 7.5% of hourly wage

*The 7.5% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

REGISTERED APPRENTICES
WAGES: 1000 hour terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer **07/01/2013**

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Per hour:

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

	07/01/2013
Tree Trimmer	$ 22.08
Equipment Operator	19.48
Mechanic	19.48
Truck Driver	16.46
Groundman	13.51
Flag person	9.62

SUPPLEMENTAL BENEFITS
Per hour worked including holidays listed below:

$ 8.30
*plus 3% of
hourly wage

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

6-1249TT

Mason - Building — 07/01/2013

JOB DESCRIPTION Mason - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour	07/01/2013	06/01/2014 An Additional
Tile/Marble/Terazzo		
Setter	$ 29.74	$1.35*
Finisher	23.55	1.07*

(*) To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman Setter	$ 17.93
Journeyman Finisher	15.23

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hours	60%
2nd term 501-1500 hours	70%
3rd term 1501-2500 hours	80%
4th term 2501-3500 hours	85%
5th term 3501-4500 hours	90%
6th term 4501-6000 hours	95%

Finisher:	
1st term 0-500 hours	70%
2nd term 501-1500 hours	80%
3rd term 1501-2500 hours	90%
4th term 2501-3700 hours	95%

Supplemental Benefits per hour worked

Setter:	
1st term 0-500 hours	$ 10.33
2nd term 501-1500 hours	10.33
3rd term 1501-2500 hours	14.13
4th term 2501-3500 hours	14.13
5th term 3501-4500 hours	16.03

6th term 4501-6000 hours	17.93
Finisher:	
1st term 0-500 hours	$ 9.83
2nd term 501-1500 hours	9.83
3rd term 1501-2500 hours	12.53
4th term 2501-3700 hours	12.53

1-2TS.1

Mason - Building — 07/01/2013

JOB DESCRIPTION Mason - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Lake George, Lake Luzerne,Queensbury, Stony Creek, Thurman & Warrensburg.

WAGES
Per hour

	07/01/2013	05/01/2014 An Additional
Bricklayer	$ 31.11	$ 1.25**
Cement Mason(Bldg)	31.11	1.25**
Plasterer/Fireproofing*	31.11	1.25**
Pointer/Caulker/Cleaner	31.11	1.25**
Stone Mason	31.11	1.25**
Acid Brick	31.61	1.25**

(*)Fireproofing of Structural only.
(**)To be allocated at a later date

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 18.60

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour

750 hour terms at the following percentage of Journey's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0-500 Hours	$10.15
All others	18.60

1-2b.1

Mason - Heavy&Highway — 07/01/2013

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES
Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES
Per hour

07/01/2013	07/01/2014	07/01/2015	07/01/2016

		Additional	Additional	Additional
Mason & Bricklayer	$ 32.05	$ 1.25*	$ 1.35*	$ 1.45*

Additional $1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 17.64

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES
Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0-500 Hours	$ 10.29
All others	17.64

1-2hh.1

Millwright — 07/01/2013

JOB DESCRIPTION Millwright **DISTRICT** 1

ENTIRE COUNTIES
Albany, Fulton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES
Per hour:

	07/01/2013	07/01/2014 An Additional
Millwright	$ 28.75	$1.28*

Note: WELDER/HAZMAT - A Certified Welder shall received $ 1.25 per hour in addition to the current journeyman's rate provided he/she is directed to perform certified welding. If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that Employee shall receive a $ 1.25 premium per hour.

(*) To be allocated at a later date

SUPPLEMENTAL BENEFITS
Per hour worked:

Millwright	$ 17.86

OVERTIME PAY
See (B, E, *E2, Q) on OVERTIME PAGE
*Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire or natural disaster prevent the performance of work on a regularly scheduled work day. If a make-up day is utilized, a minimun of eight hours must be scheduled.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked:

1st Year Term	$ 7.79
2nd Year Term	14.84
3rd Year Term	15.85
4th Year Term	16.85

1-1163b

Operating Engineer - Building

07/01/2013

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES
CLASS A1:
Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks,whirlies, dragline, boom trucks over 5 tons.

CLASS A:
Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:
Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vac truck.

CLASS C:
Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps.

* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour	07/01/2013	07/01/2014
Class # A1	$ 36.45	$ 37.80
Class # A	36.01	37.36
Class # B	35.10	36.45
Class # C	32.53	33.88

Additional $0.50 per hr for Tower Cranes.
Additional $1.00 per hr for Cranes with Boom length & jib 150ft. and over.
Additional $2.00 per hr for Cranes with Boom length & jib 200ft. and over.
Additional $2.00 per hr over B rate for Nuclear Leader work.
Additional $0.40 per hr for tunnel or excavation of shaft 40' or more deep.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 23.12	$ 23.87

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES
Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

	07/01/2013	07/01/2014
All terms	$ 18.55	$ 19.30

1-158 Alb

Operating Engineer - Heavy&Highway — 07/01/2013

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES
Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES
CLASSIFICATION A:
Asphalt Curb Machine (Self Propelled, Slipform), Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:
Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vac Truck, Vermeer saw (ride on, any size or type), Welder

CLASSIFICATION C:
A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), oiler (used in conjunction with production), Bituminous Heater (self-propelled), oat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro -Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2013	07/01/2014
Master Mechanic	$ 37.57	$ 38.92
Class A*	35.96	37.31
Class B	35.05	36.40
Class C	32.48	33.83

Additional $2.00 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.
Additional $2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(*) Premiums for CRANES is based upon Class A rates with the following premiums:
- Additional $4.00 per hr for Tower Cranes, including self erecting.
- Additional $3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional $2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 23.35	$ 24.10

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on a Saturday, it will be celebrated on Saturday.

REGISTERED APPRENTICES
Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

	07/01/2013	07/01/2014
All Terms	$ 18.75	$ 19.50

1-158H/H Alb

Operating Engineer - Marine Construction — 07/01/2013

JOB DESCRIPTION Operating Engineer - Marine Construction **DISTRICT** 4

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per Hour:

DREDGING OPERATIONS	07/01/2013
CLASS A Operator, Leverman, Lead Dredgeman	$ 32.89
CLASS A1 Dozer,Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B Spider/Spill Barge Operator,	$ 28.49

Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	
Certified Welder, Boat Operator(licensed)	$ 26.84
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	$ 26.14
Welder (please add)	$ 0.06
Boat Operator	$ 25.29
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	$ 21.09
Oiler(please add)	$ 0.09

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2013
All Classes A & B	$ 8.45 plus 7% of straight time wage overtime hours add $ 0.63
All Class C	$ 8.10 plus 8% of straight time wage overtime hours add $ 0.48
All Class D	$ 7.85 plus 8% of straight time wage overtime hours add $ 0.33

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Survey Crew — 07/01/2013

JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: : The Northern portion of the county from the Northern boundry line of the City of Poughkeepsie north.
Genesee: Only that portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia

WAGES
Per hour:

SURVEY CLASSIFICATIONS:

Party Chief- One who directs a survey party.
Instrument person- One who runs the instrument and assists the Party Chief.
Rod person- One who holds the rods and, in general, assists the Survey Party.

	07/01/2013	07/01/2014	07/01/2015
Party Chief	$34.02	$35.49	$36.53
Instrument person	31.16	32.53	33.46
Rod person	22.75	23.83	24.46

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$22.25	$22.75	$23.75

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES: One year or 1000 hour terms at the following wage rates.

1st year 60%	$13.65	$14.30	$14.68
2nd year 70%	15.93	16.68	17.12
3rd year 80%	18.20	19.06	19.57

SUPPLEMENTAL BENEFITS per hour worked:

	$22.25	$22.75	$23.75

Operating Engineer - Survey Crew - Consulting Engineer — 07/01/2013

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundry line of the City of Poughkeepsie north.
Genesee: Entire county except that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES
Per hour:

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

SURVEY CLASSIFICATIONS:

Party Chief- One who directs a survey party.
Instrument person- One who runs the instrument and assists the Party Chief.
Rod person- One who holds the rods and in general, assists the Survey Party.

	07/01/2013	07/01/2014	07/01/2015
Party Chief	$34.02	$35.49	$36.53
Instrument person	31.16	32.53	33.46
Rod person	22.75	23.83	24.46

Additional $3.00 per hr. for work in a Tunnel.
Additional $2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

SUPPLEMENTAL BENEFITS
Per hour worked:

$22.25 $22.75 $23.75

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

6-545 DCE

Operating Engineer - Tunnel — 07/01/2013

JOB DESCRIPTION Operating Engineer - Tunnel **DISTRICT** 5

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.
Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES
Crane 1: All cranes, including self erecting to be paid $4.00 per hour over the Class A rate.
Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over to be paid $3.00 per hour over Class A rate.
Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton nad below, including boom trucks, to be paid $2.00 per hour over Class A rate.

MASTER MECHANIC/CHIEF TUNNEL ENG.:

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted,rubber tired); Belt Placer (CMI Type); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-propelled slipform) Concrete Pump (8" or over); Dredge; Dual Drum Paver; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and All Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (Tractor Mounted); Front End Loader (under 4 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and Track Liner (Ride-on); Tractor (with towed accessories); Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors(3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors(any size, but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-3 or less-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinius Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour:	07/01/2013	07/01/2014
Crane 1	$ 42.48	$ 43.68
Crane 2	41.48	42.68
Crane 3	40.48	41.68
Master Mechanic	40.61	41.81
CLASS A	38.48	39.68
CLASS B	37.26	38.46
CLASS C	34.47	35.67
CLASS D	31.46	32.66

On hazardous waste work bid, on a state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus $5.00 per hour. Fringe benefits will be paid at the contractual hourly wage.

SUPPLEMENTAL BENEFITS

Per hour paid:		
Journeyman	$ 23.65	$ 24.55

OVERTIME PAY
See (B, B2, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:	See (5, 6) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1000) hours terms at the following percentages.

1st term	60% of Class D
2nd term	65% of Class C
3rd term	70% of Class B
4th term	75% of Class A

Supplemental Benefits per hour paid:

	$ 23.65	$ 24.55

5-832TL.

Painter — 07/01/2013

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES
Albany, Fulton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES
Per hour

	07/01/2013	05/01/2014 Additional	05/01/2015 Additional
Painter\Wallcover	$ 26.74	$ 1.35**	$ 1.40**
Drywall Finishers	26.74	1.35**	1.40**
Spray Rate	26.74	1.35**	1.40**
Structrual Steel*	27.74	1.35**	1.40**
Lead Abatement	27.74	1.35**	1.40**
Lead Abatement on			

Structural Steel	28.74	1.35**	1.40**

(*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.
(**)To be allocated at a later date

Bridge Painter
See Bridge Painter rates for the following work:
All Bridges and Tanks

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$10.62

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour

900 hour terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

All Terms	$10.62

1-466-Z1

Painter - Bridge & Structural Steel — 07/01/2013

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 9

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per Hour Worked:

	07/01/2013	10/1/2013
STEEL:		
Bridge Painting	$52.13	$53.13

Power Tool/Spray is an additional $6.00 per hour above hourly rate, whether straight time or overtime

Note: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS
Per Hour Worked:

	07/01/2013	10/1/2013
Journeyworker	$27.05*	$27.55*
Hourly Rate after 40 hours from May 1st to Nov. 15th	$6.75 only	$6.75 only
Hourly Rate after 50 hours from Nov. 16th to April 30th	$6.75 only	$6.75 only

*For the period of May 1st to November 15th:
This rate shall be paid up to maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.
EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

*For the period of November 16th to April 30th:
This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

OVERTIME PAY
See (A, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
(Wage per hour Worked):

Apprentices: (1) year terms

	07/01/2013	10/01/2013
1st 90 days	$20.85	$21.25
1st year after 90 days	$20.85	$21.25
2nd year	$31.28	$31.88
3rd year	$41.70	$42.50

Supplemental Benefits per hour worked:

	07/01/2013	10/01/2013
1st 90 days	$ 8.45	$ 8.65
1st year after 90 days	$ 8.70	$ 8.90
2nd year	$19.15	$19.45
3rd year	$23.10	$23.50

9-DC-9/806/155-BrSS

Painter - Line Striping — 07/01/2013

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 9

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

	07/01/2013
Painter (Striping-Highway):	
Striping-Machine Operator*	$26.61 plus an additional $0.50**
Linerman Thermoplastic	$31.87 plus an additional $0.50**

** To be allocated at a future date

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

SUPPLEMENTAL BENEFITS
Per hour paid: 07/01/2013
Journeyworker:

Striping-Machine operator	$ 14.18
Linerman Thermoplastic	$ 14.55

OVERTIME PAY
See (B, B2, E, E2, P, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

9-8A/28A-LS

Painter - Metal Polisher — 07/01/2013

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 9

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2013
Metal Polisher	$ 27.15
Metal Polisher**	$ 28.24
Metal Poilsher***	$ 30.65

**Note: Applies on New Construction & complete renovation
*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2013
Journeyworker:	
All classification	$ 13.61

OVERTIME PAY
See (B, E, Q, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

1st	2nd	3rd
$11.00	$12.50	$15.50

Supplentals benefits:
Per hour paid:

1st	2nd	3rd
$ 9.94	$10.31	$10.51

9-8A/28A-MP

Plumber — 07/01/2013

JOB DESCRIPTION Plumber **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

PARTIAL COUNTIES
Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.
Saratoga: Only the Towns of Charlton, Clifton Park, Galway,Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

WAGES
Per hour:

	07/01/2013	05/01/2014 Additional	05/01/2015 Additional
Plumber:			
Pipefitter, Steamfitter	$ 36.02	$ 2.05*	$ 2.05*

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 22.26

OVERTIME PAY
See (B1, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Whenever a Holiday falls on Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

REGISTERED APPRENTICES
Wages per hour
One year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
45 %	55 %	65 %	75 %	90 %

Supplemental Benefits per hour worked:

	07/01/2013
Apprentices	$ 22.26

1-7-SF

Roofer — 07/01/2013

JOB DESCRIPTION Roofer **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES
Per hour

	07/01/2013
Roofer/Waterproofer	$ 27.45
Pitch & Asbestos	29.45

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 14.52

OVERTIME PAY
See (B, E*, Q) on OVERTIME PAGE.
* Saturday may be used as a make up day at straight time if employee misses 8 hrs or more during that week due to inclement weather.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour

(1/2) year terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional $2.00 must be paid in wages.

1st yr 1st half	50%
1st yr 2nd half	58%
2nd yr 1st half	66%
2nd yr 2nd half	74%
3rd yr 1st half	82%
3rd yr 2nd half	90%

Supplemental Benefits per hour worked

1st yr 1st half	$ 12.75
1st yr 2nd half	12.94
2nd yr 1st half	13.17
2nd yr 2nd half	13.37
3rd yr 1st half	13.65
3rd yr 2nd half	13.85

1-241

Sheetmetal Worker — 07/01/2013

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2013	06/01/2014 Additional	06/01/2015 Additional
Sheetmetal Worker	$ 31.35	$ 2.10*	$ 2.15*

(*) To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 23.58 +3% of wage

OVERTIME PAY
See (B,E*,Q,) on OVERTIME PAGE
* Time and one half 1st 8 hours on Saturday. Double the hourly rate all additional Saturday hours.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES
Wages per hour

6 Month Terms at the following rate:

1st term	$ 16.36
2nd term	17.73
3rd term	18.42
4th term	19.11
5th term	19.27
6th term	20.22
7th term	21.81
8th term	23.40
9th term	24.99
10th term	26.58

Supplemental Benefits per hour worked

1st term	$ 14.78*
2nd term	15.18*
3rd term	15.39*
4th term	15.59*
5th term	19.70*
6th term	20.01*
7th term	20.52*
8th term	21.03*
9th term	21.54*
10th term	22.05*

(*) Plus additional 3% of wage

1-83

Sprinkler Fitter **07/01/2013**

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES

	07/01/2013
Per hour	
Sprinkler Fitter	$ 29.68

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 20.52

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
Wages per hour

For Apprentices HIRED PRIOR TO 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 15.08	$ 15.08	$ 16.26	$ 17.77	$ 19.28	$ 20.79	$ 22.29	$ 23.80	$ 25.31	$ 26.82

Supplemental Benefits per hour worked

	07/01/2013
1st & 2nd Terms	$ 8.60
3rd Term	14.87
4th Term	14.91
5th Term	20.21
6th Term	20.25
7th Term	20.30
8th Term	20.34
9th Term	20.39
10th Term	20.43

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 13.57	$ 15.08	$ 16.26	$ 17.77	$ 19.28	$ 20.79	$ 22.29	$ 23.80	$ 25.31	$ 26.82

Supplemental Benefits per hour worked

	07/01/2013
1st Term	$ 8.56
2nd Term	8.60
3rd Term	14.87
4th Term	14.91
5th Term	15.46
6th Term	15.50
7th Term	15.55
8th Term	15.59
9th Term	15.64
10th Term	15.68

1-669

Teamster - Building **07/01/2013**

JOB DESCRIPTION Teamster - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Warrensburg, Thurman,Stony Creek, Lake George, Lake Luzerne and Queensbury.

WAGES

GROUP # A:
Straight trucks, winch, transit mix on the site, road oilers, dump trucks, pick-ups, panel, water trucks, fuel trucks on the site (including nozzle).

GROUP # B:
Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour	07/01/2013
Group A	$25.27
Group B	$25.57

SUPPLEMENTAL BENEFITS
Per hour worked

	07/01/2013
Journeyman	$ 17.06

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294

Teamster - Heavy&Highway **07/01/2013**

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell, and Queensbury.

WAGES
GROUP #1:
Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:
Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:
Semi-Trailers, Low-boy Trucks, Asphalt Distribitor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:
Specialized Earth Moving Equipment, Euclid type, or similar off-highway,where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:
Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2013	07/01/2014	07/01/2015
Group #1	$26.67	$26.92	$26.92
Group #2	26.72	26.97	26.97
Group #3	26.81	27.06	27.06
Group #4	26.92	27.17	27.17
Group #5	27.07	27.32	27.32

Hazardous waste projects that require a Level C or greater protection shall be paid an additional $ 1.00 per hour.
All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional $1.50 per hour.
For work bid on or after April 1, 1995, there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per hour paid:

$17.77 + $1.00 per hour worked	$19.26 + $1.00 per hour worked	$20.90 + $1.00 per hour worked

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

1-294h/h

Welder **07/01/2013**

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour 07/01/2013

Welder (To be paid the same rate of the mechanic performing the work)

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(A)	Time and one half of the hourly rate after 7 hours per day
(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(B)	Time and one half of the hourly rate after 8 hours per day
(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
(E5)	Double time after 8 hours on Saturdays
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays, if worked

(T) Triple the hourly rate for Holidays, if worked

(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

NOTE:BENEFITS are PER HOUR WORKED,for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( ) Fax: ( )
E-Mail:

2. NY State Units (see Item 5)

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 10 Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ check if new or change)
Name and complete address:

Telephone:( ) Fax: ( )
E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

- ☐ New Schedule of Wages and Supplements.
  APPROXIMATE BID DATE :
- ☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____
Description of Work _____
Contract Identification Number _____
Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____
Route No/Street Address _____
Village or City _____
Town _____
County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars ($1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer[1]. A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contactor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureaus "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureaus PW 200.9 form is provided for this purpose.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

[1] The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us. www.labor.state.ny.us.

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Social Security number; the craft, trade or occupation in which the worker was employed; Hourly wage rate(s) paid; Supplements paid or provided; and Daily and weekly number of hours worked in each craft, trade or occupation.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. The records required to be maintained shall be kept on the site of the work during all of the time that work under the contract is being performed.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9. Section 237).

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

New York State Department of Labor
Bureau of Public Work
SOBC – Bldg. 12 – Rm. 130
Albany, NY 12240
www.labor.ny.gov

IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

Contracts with PRC#s assigned on or after 8/1/2010:

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.
- Any corrections or updates to the annual determination will be posted to the DOL website on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1st.
- The DOL web site has a page where employers can enter their specific PRC number to find the correct wage rates for their contracts.

Contracts with PRC#s assigned PRIOR to 8/1/2010:

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

This is a change to our prior notice.

Article 9 wage schedule information is now available online.

(Art9Notice 7.11)

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars ($1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail. The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.
The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion.

At a minimum, payrolls must show the following information for each person employed on a public work project: name; social security number; the craft, trade or occupation in which the worker was employed; hourly wage rate(s) paid; supplements paid or provided; and daily and weekly number or hours worked in each craft, trade or occupation.

NOTE: For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579

Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Albany County Article 9

Janitor, Porter, Cleaners, Elevator Operator — 07/01/2013

JOB DESCRIPTION Janitor, Porter, Cleaners, Elevator Operator **DISTRICT** 12

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

	07/01/2013	06/01/2014	06/01/2015	06/01/2016
Janitorial Start	$ 9.35	$ 9.55	$ 9.70	$ 9.85
After 90 Days	9.85	10.05	10.20	10.35

An additional $ .50 per hour worked on floor maintenance

NOTE:

DUCT CLEANING IS BROKEN DOWN INTO TWO SEPARATE FUNCTIONS

1. The disassembly, re-assembly and modification of duct, which is covered under Article 8

2. The actual cleaning of the duct which is covered by Article 9

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Supplements:

Note: Full time 31 or more regularly scheduled hrs per week
Part Time 30 or less regularly scheduled hrs per week

Health Care FULL TIME ONLY: Only on first 40 hrs a week.

07/01/2013	06/01/2014	06/01/2015	06/01/2016
$ 2.98	$ 2.98*	$ 2.98*	$ 2.98*

*Amount may change

Vacation with pay based upon employees anniversary date or hire as follows:

1 year of work	5 working days
3 years of work	10 working days
4 years of work	11 working days
6 years of work	12 working days
10 years of work	15 working days

Sick days are earned after 90 day probationary period at the following rate:
Full time employees accrue 1 sick day for every 4 months worked up to a maximum of 6 sick days.
Part time employees accrue 1 sick day for every 6 months worked up to a maximum of 4 sick days.

OVERTIME PAY
See (B, B2, R) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Plus Employees Birthday
Note: Above Holidays paid after 3 months with employer
Plus after one year of service Full Time employees receive 3 Floating Holidays and Part Time receive one Floating Holiday.

Additional supplements are not required.
Holidays that fall on weekends are observed on Friday or Monday.

12-200 UNITED

Landscape Maintenance — 07/01/2013

JOB DESCRIPTION Landscape Maintenance **DISTRICT** 12

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES
Per hour: 07/01/2013

$12.91

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.72

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

12-NYS/R&S

Moving Furniture and Equipment — 07/01/2013

JOB DESCRIPTION Moving Furniture and Equipment **DISTRICT** 12

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES
Per hour: 07/01/13

Driver-Heavy & Tractor Trailer (capacity of at least 26,000 pounds Gross Vehicle Weight)	$20.23
Driver-Light Truck	16.83
Helper	14.80

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.72

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

12-NYS/R&S

Stationary Engineer — 07/01/2013

JOB DESCRIPTION Stationary Engineer **DISTRICT** 12

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

***** IMPORTANT NOTICE *****

FOR INFORMATION REGARDING STATIONARY ENGINEER RATES,
CONTACT THE NYS DOL BUREAU OF PUBLIC WORK AT (518) 457-5589

OVERTIME PAY

HOLIDAY

12-Information

Trash and Refuse Removal — 07/01/2013

JOB DESCRIPTION Trash and Refuse Removal **DISTRICT** 12

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES
For use with Transfer Station Operation.

Per hour:	07/01/2013
Indus. Truck Driver/Tractor Operator	$16.53
Laborer/ non-construction	$14.80
Conveyor operators and tenders	$20.01

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.72

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

12-NYS/R&S - Trans.Station.Ops

Trash and Refuse Removal — 07/01/2013

JOB DESCRIPTION Trash and Refuse Removal **DISTRICT** 12

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Ulster, Warren, Washington

WAGES

Per hour:	7/01/2013	09/16/2013
Chauffer/Truck Driver (CDL only)	$16.19	$16.43
Helper (NON-CDL Only)	15.09	15.32

Probationary (First 75 working days) receive $1.00 less for both rates.

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Benefits paid to non-probationary employees:

	07/01/2013	09/16/2013

Single	$2.68	$2.74
Two in family	5.98	6.04
Three or more in family	8.37	8.43

Vacation is earned by employees working at least 150 days in the last 12 consecutive months:

After completing 12 Months of service (1 yr)	1 Week
After completing 36 Months of service (3 yrs)	2 Weeks
After completing 120 Months of service (10 yrs)	3 Weeks
After completing 180 Months of service (15 yrs)	3 Weeks 1 Day
After completing 192 Months of service (16 yrs)	3 Weeks 2 Day's
After completing 204 Months of service (17 yrs)	3 Weeks 3 Day's
After completing 216 Months of service (18 yrs)	3 Weeks 4 Day's
After completing 228 Months of service (19 yrs)	4 Weeks

*Vacation weekly pay shall be determined by taking the employees previous years W-2 Gross reported earnings and multiplying by 2.0%

OVERTIME PAY
See (B, B2, K) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Must work the last regularly scheduled day before and after holiday.

Holidays on a Saturday are observed on Friday, Holidays on a Sunday are observed on Monday.

Employee's working at least 12 consecutive months and having worked 200 days will receive 5 floating holidays.

12-294

Schenectady County Article 9

Janitor, Porter, Cleaners, Elevator Operator — 07/01/2013

JOB DESCRIPTION Janitor, Porter, Cleaners, Elevator Operator **DISTRICT** 12

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

	07/01/2013	06/01/2014	06/01/2015	06/01/2016
Janitorial Start	$ 9.35	$ 9.55	$ 9.70	$ 9.85
After 90 Days	9.85	10.05	10.20	10.35

An additional $ .50 per hour worked on floor maintenance

NOTE:

DUCT CLEANING IS BROKEN DOWN INTO TWO SEPARATE FUNCTIONS

1. The disassembly, re-assembly and modification of duct, which is covered under Article 8

2. The actual cleaning of the duct which is covered by Article 9

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Supplements:

Note: Full time 31 or more regularly scheduled hrs per week
Part Time 30 or less regularly scheduled hrs per week

Health Care FULL TIME ONLY: Only on first 40 hrs a week.

07/01/2013	06/01/2014	06/01/2015	06/01/2016
$ 2.98	$ 2.98*	$ 2.98*	$ 2.98*

*Amount may change

Vacation with pay based upon employees anniversary date or hire as follows:

1 year of work	5 working days
3 years of work	10 working days
4 years of work	11 working days
6 years of work	12 working days
10 years of work	15 working days

Sick days are earned after 90 day probationary period at the following rate:
Full time employees accrue 1 sick day for every 4 months worked up to a maximum of 6 sick days.
Part time employees accrue 1 sick day for every 6 months worked up to a maximum of 4 sick days.

OVERTIME PAY
See (B, B2, R) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Plus Employees Birthday
Note: Above Holidays paid after 3 months with employer
Plus after one year of service Full Time employees receive 3 Floating Holidays and Part Time receive one Floating Holiday.

Additional supplements are not required.
Holidays that fall on weekends are observed on Friday or Monday.

12-200 UNITED

Landscape Maintenance — 07/01/2013

JOB DESCRIPTION Landscape Maintenance **DISTRICT** 12

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES
Per hour: 07/01/2013

$12.91

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.72

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

12-NYS/R&S

Moving Furniture and Equipment — 07/01/2013

JOB DESCRIPTION Moving Furniture and Equipment **DISTRICT** 12

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour:	07/01/13
Driver-Heavy & Tractor Trailer (capacity of at least 26,000 pounds Gross Vehicle Weight)	$20.23
Driver-Light Truck	16.83
Helper	14.80

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour worked: $1.72

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

12-NYS/R&S

Stationary Engineer — 07/01/2013

JOB DESCRIPTION Stationary Engineer **DISTRICT** 12

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

***** IMPORTANT NOTICE *****

FOR INFORMATION REGARDING STATIONARY ENGINEER RATES,
CONTACT THE NYS DOL BUREAU OF PUBLIC WORK AT (518) 457-5589

OVERTIME PAY

HOLIDAY

12-Information

Trash and Refuse Removal — 07/01/2013

JOB DESCRIPTION Trash and Refuse Removal **DISTRICT** 12

ENTIRE COUNTIES
Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES
For use with Transfer Station Operation.

Per hour:	07/01/2013
Indus. Truck Driver/Tractor Operator	$16.53
Laborer/ non-construction	$14.80
Conveyor operators and tenders	$20.01

IMPORTANT INFORMATION:
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SUPPLEMENTAL BENEFITS
Per hour worked: $1.72

OVERTIME PAY
See (B, B2) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

12-NYS/R&S - Trans.Station.Ops

Trash and Refuse Removal — 07/01/2013

JOB DESCRIPTION Trash and Refuse Removal **DISTRICT** 12

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Ulster, Warren, Washington

WAGES

Per hour:	7/01/2013	09/16/2013
Chauffer/Truck Driver (CDL only)	$16.19	$16.43
Helper (NON-CDL Only)	15.09	15.32

Probationary (First 75 working days) receive $1.00 less for both rates.

IMPORTANT INFORMATION:
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SUPPLEMENTAL BENEFITS
Benefits paid to non-probationary employees:

	07/01/2013	09/16/2013

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Two in family	5.98	6.04
Three or more in family	8.37	8.43

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After completing 36 Months of service (3 yrs)	2 Weeks
After completing 120 Months of service (10 yrs)	3 Weeks
After completing 180 Months of service (15 yrs)	3 Weeks 1 Day
After completing 192 Months of service (16 yrs)	3 Weeks 2 Day's
After completing 204 Months of service (17 yrs)	3 Weeks 3 Day's
After completing 216 Months of service (18 yrs)	3 Weeks 4 Day's
After completing 228 Months of service (19 yrs)	4 Weeks

*Vacation weekly pay shall be determined by taking the employees previous years W-2 Gross reported earnings and multiplying by 2.0%

OVERTIME PAY
See (B, B2, K) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Must work the last regularly scheduled day before and after holiday.

Holidays on a Saturday are observed on Friday, Holidays on a Sunday are observed on Monday.

Employee's working at least 12 consecutive months and having worked 200 days will receive 5 floating holidays.

12-294

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(A)	Time and one half of the hourly rate after 7 hours per day
(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(B)	Time and one half of the hourly rate after 8 hours per day
(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
(E5)	Double time after 8 hours on Saturdays
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays, if worked

(T) Triple the hourly rate for Holidays, if worked

(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

NOTE:BENEFITS are PER HOUR WORKED,for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( ) Fax: ( )
E-Mail:

2. NY State Units (see Item 5)

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 10 Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ check if new or change)
Name and complete address:

Telephone:( ) Fax: ( )
E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

- ☐ New Schedule of Wages and Supplements.
  APPROXIMATE BID DATE :
- ☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS